Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 13, 2022
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. Presentation of a Proclamation Proclaiming October 8, 2022, as "Arbor Day" in the City of Celina.

B. Presentation of the Achievement of Excellence in Procurement Award to the City of Celina's Purchasing Department

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions (Monaco)

B. Growth Strategies Discussion (McAfee)

C. CMAR Overview (Brawner)

D. Overlay Districts Discussion (McAfee)

E. Upper Trinity Regional Water District Annual Update (Brawner)

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:

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

A. Discussion Regarding City Manager's Contract

B. Discussion Regarding Shea Scott v. City of Celina, Texas; Cause No. DC-20-18195; In the District Court of Dallas County, Texas; 44th Judicial District

C. Discussion Regarding Dallas North Tollway Right-of-Way Purchase Generally Located at Outer Loop and Dallas North Tollway

D. Discussion Regarding Letter Agreement on Eland Ranch Development for Easements and Right-of-Ways

E. Discussion Regarding Development Agreement by and between the City of Celina and Developer of Village at Ownsby Farms

F. Discussion Regarding Development Agreement by and between the City of Celina and a Membership Warehouse Club

G. Discussion Regarding Development Agreement by and between the City of Celina and Preston 450

H. Discussion Regarding Development Agreement by and between the City of Celina and Celina Parvin

I. Discussion Regarding Development Agreement by and between the City of Celina and SGS Celina, LLC (First State Bank and O'Reilly)

J. Discussion Regarding an Amendment to Development Agreement by and between the City of Celina and S. Broadway Development Regarding Left Turn Lane

K. Discussion Regarding CCN Purchase Agreement by and between the City of Celina and Mustang Special Utility District

L. Discussion Regarding Mustang and Aqua Texas CCN transfer – G Bar Motion to intervene with PUC

M. Discussion Regarding an Agreement Between the City of Celina and the Celina Economic Development Corporation for a Martinek site purchase

N. Discussion Regarding "Project King"

O. Discussion Regarding "Project Diamond"

Reconvene Into Open Session

P. 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 - August 9, 2022, 5:00 PM
2. City Council - Special Meeting - August 15, 2022, 5:00 PM
3. City Council - Special Meeting - August 22, 2022, 5:00 PM
4. City Council - Special Meeting - August 27, 2022, 9:00 AM

B. Consider and act upon an agreement by and between the City of Celina and David Pettit Economic Development, LLC, for tax increment reinvestment zone (TIRZ) consulting services for TIRZ #5 in the amount not to exceed $38,000. (Stovall)

C. Consider and act upon an agreement by and between the City of Celina and David Pettit Economic Development, LLC, for tax increment reinvestment zone (TIRZ) consulting services for TIRZ #11 in the amount not to exceed $23,000. (Stovall)

D. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing an amendment to Section 1.07.002, Disposal of Surplus Property of the City of Celina Code of Ordinances. (Berry)

E. Consider and act upon a resolution adopting the Fiscal Year 2022 updates to the City's Procurement Policy; Incorporating Recitals and providing an effective date. (Berry)

F. Consider and act to award bid 2022-0151 for Fine Arts Master Plan to Keen Independent in an amount not to exceed $60,798.00. (Quigley)

G. Consider and act to award bid 2022-0132 Library Master Plan to 720 Design in an amount not to exceed $68,550.00. (Quigley)

H. Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Celina Real Estate, LLC for Right-of-Way Dedication along Colorado Drive and Beech Street. (Glasgow)

I. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Field)

J. Consider and act upon a Resolution adopting the Collin County Hazard Mitigation Plan. (Metdker)

K. Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Use. (Figueroa)

L. Facilities Agreement between the City of Celina and Celina Real Estate, LLC. for the use of approximately 0.3329 acres of land for the expansion of annual Touch-a-Truck, Heritage Festival, Beware! Of the Square, and Christmas on the Square events. (Monaco)

M. Consider and act to authorize the City Manager to convey approximately 1.6 acres of land to Doe Branch Partners LLC (the Developer) in exchange of an equivalent acres to be part of the Ousley park per the development agreement signed in January 2021 between the City and the Developer. (Glasgow)

N. Consider and act to approve Right of Way Negotiations, Appraisals, Title Reports and Filings for Ownsby Parkway (Preston to Coit) to Specialty Land Services in an amount not to exceed $130,450.00. (Berry)

O. Consider and act to authorize an agreement for Engineering Services for the design of Rasor Regional WRF to Garver, LLC., in an amount not to exceed $1,425,864.00. (Berry)

P. Consider and act to award bid 2022-0152 for Recreation Management Software to Civic Plus for an initial three year term at an amount not to exceed $21,821.00. Each additional year after year three will be approximately $5,000 per year. (Quigley)

Q. 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 2022 rate review mechanism filings. (Satarino)

R. Consider and act to authorize an agreement for public information services with Strategies 360 in an amount not to exceed $72,000. (Stovall)

S. Consider and act upon a Chapter 380 partnership agreement between the City of Celina and El Puente de Celina for the Cinco de Mayo Festival through 2025 and authorize the City Manager to execute on behalf of the City of Celina. (Satarino)

T. Consider and act to authorize Change Order 5 for Louisiana Water Line 1B to ANA Site Construction in an amount not to exceed $98,540.00 (Berry)

U. Consider and act to award bid 2022-0177 for on-call Engineering Services to various vendors as listed in the award recommendation attachment. (Berry)

V. Consider and act to award bid 2022-0177 for Frontier Parkway Erosion Control to Texas Standard Construction, LLC in the amount $176,890.00 plus ten percent contingency in the amount of $17,689.00 for a total amount not to exceed $194,579.00. (Berry)

W. Consider and act to purchase Lawn Care Services from TruGreen through a cooperative contract with Buyboard in an amount not to exceed $49,600.00. (Quigley)

X. Consider and act to purchase fiber optic cable from Graybar through a cooperative contract with Omnia Partners in an amount not to exceed $179,293.53. (Berry)

Y. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the Fiscal Year 2022-2023 budget for the Celina Community Development Corporation. (Bromiley)

Z. Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2022-2023 budget for the Celina Economic Development Corporation. (Bromiley)

AA. Consider and act upon a resolution of the City Council of the City Of Celina in support of Denton County 's Transportation Road Improvement Program (TRIP 22) (Brawner)

AB. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone (TIRZ) #5 project expenditures; providing a severability clause; and providing an effective date. (Stovall)

AC. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone (TIRZ) #11 project expenditures; providing a severability clause; and providing an effective date. (Stovall)

AD. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

AE. Consider and act upon an ordinance amending the City's Code of Ordinances; Chapter 3: Building Regulations by Reference of 2021 International Model Construction Codes. (2021 International Model Construction Codes) (McAfee)

AF. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.04. (Noise Ordinance) (McAfee)

AG. Consider and act upon a Development Agreement between the City of Celina and First State Bank; generally located at the northwest corner of Preston Road and Ash Street, within the City Limits. (First State Bank - Development Agreement) (McAfee)

AH. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 9 acres within the Extraterritorial Jurisdiction, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road. (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement) (Mohan)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2022-2023 budget. (Bromiley)

B. Conduct a public hearing to consider testimony regarding the proposed 2022 Ad Valorem tax rate. (Bromiley)

C. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following properties: (22-01 Annexation Third Public Hearing and Ordinance Adoption) (White)

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),

2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),

3. Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),

4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),

5. Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)

6. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),

7. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),

8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),

9. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),

10. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),

11. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),

12. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),

13. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),

14. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)

15. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),

16. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and

17. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

D. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 9 acres, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation) (Mohan)

E. 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. 106 on approximately 253 acres, generally located 1,100 feet south of Sunset Boulevard and east and west of future Coit Road. (Tuscany Estates Ph. 2 – PD Zoning) (Mohan)

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 51 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), and Commercial, Office, and Retail (C) base zoning, generally located south of future Sunset Boulevard and 1,100 feet west of future Custer Road. (Matusek Tract – PD Zoning) (Mohan)

G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to Agricultural District (AG), generally located west of Peterman Parkway, east of Smiley Road, north of Parvin Road, and south of Marilee Road. (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning) (Mohan)

H. The Celina City Council will 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 #5 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #5 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 the Neighborhood Improvement Area #5 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended (Well South NIA #5 - PID SAP Levy Ordinance) (Pollard)

IX. ACTION ITEM:

A. Consider and act upon appointments to fill terms on the following boards, commissions, committees, and corporations: Board of Adjustments, Community Development Corporation / Parks and Recreation Board, Downtown Commission, Economic Development Corporation, Fine Arts Board, Library Board, Planning and Zoning Commission, Special Events Advisory Committee. (Field)

B. 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 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project); approving and authorizing related agreements; and providing an effective date (Wells South #5 - PID Bond Ordinance) (Pollard)

C. Consider and act to authorize an agreement with TRC Engineers, Inc., for engineering services for the design of Warning Sirens at various locations in an amount not to exceed $34,880.00. (Berry)

D. Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of the Law Enforcement Center, Phase 1 to Lee Lewis Construction for a guaranteed maximum amount not to exceed $8,015,165.00. (Berry)

E. Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of the Senior Center to Hill & Wilkinson General Contractors for a guaranteed maximum amount not to exceed $3,705,533.00. (Berry)

F. Consider and act to authorize an agreement for engineering design services for the Wilson Creek Park Master Plan in an amount not to exceed $72,820.00. (Berry)

G. Consider and act upon ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2022-2023; beginning October 1, 2022 and ending September 30, 2023. (Bromiley)

H. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2022-2023 beginning October 1, 2022, and ending September 30, 2023, and making appropriations for each department, project and account and providing for expenditures of funds. (Bromiley)

I. 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, 2022, and ending September 30, 2023, at a rate of $.634759 per one hundred dollars ($100.00) assessed valuation on all taxable property within the corporate limits of the city. (Bromiley)

X. ADJOURNMENT:

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

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: September 8, 2022, at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Lauren Field, TRMC
City Secretary

Date Notice Removed

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Growth Strategies Discussion (McAfee)

Action Requested:
Growth Strategies Discussion (McAfee)

Staff Recommendation:
NA

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	CMAR Overview

Action Requested:
Overview of the Construction Manager at Risk (CMAR) bid method

Background Information:
Overview of the Construction Manager at Risk (CMAR) bid method

Staff Recommendation:
N/A

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 13, 2022
Re:	Overlay Districts Discussion (McAfee)

Action Requested:
Overlay Districts Discussion. (McAfee)

Staff Recommendation:
NA

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Present the annual update from Upper Trinity Regional Water District

Action Requested:
Upper Trinity Regional Water District Annual Update (Brawner)

Present the annual update from Upper Trinity Regional Water District

Staff Recommendation:
N/A

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, AUGUST 9, 2022
5:00 PM
MINUTES

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the Regular meeting of the Celina City Council to order at 5:01 p.m. on Tuesday, August 9, 2022, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	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	
Sean Terry	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

B. Introduction of new employees, recognitions, promotions (McAfee/Peters/Satarino)

C. Presentation of the Annual Downtown Update (McAfee)

Dusty McAfee, Executive Director of Public Services, presented the Annual Downtown Update.

D. Discussion regarding alcohol regulations (McAfee)

Dusty McAfee, Executive Director of Public Services, led discussion regarding alcohol regulations within the City and how the upcoming local option election could alter current regulations.

E. Discussion on 2022 Denton County Bond Election (Brawner)

Kimberly Brawner, Assistant City Manager, presented Denton County's 2022 Bond Election.

F. Discussion regarding the 2021 International Model Construction Codes (McAfee)

Dusty McAfee, Executive Director of Public Services, presented updates to the International Code Models.

G. Discussion regarding Fiscal Year 2022 Procurement Policy updates. (Berry)

Dawn Berry, Purchasing Director, presented updates to the Procurement Policy.

V. OPEN FORUM:

David Quick, 403 S. Oklahoma Drive, Celina, TX, spoke on annexation.

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:41 p.m.

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, Section 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property, Section 551.074, Discussion on appointment, employment, evaluation and duties of a public officer or employee.

A. Discussion Regarding City Manager's Evaluation

B. Discussion Regarding Appointment of City Secretary

C. Discussion Regarding Dallas North Tollway Right-of-Way Purchase Generally Located at Outer Loop and Dallas North Tollway

D. Discussion Regarding Doe Branch Creek Realignment West of Legacy Road (CR 6) and North of Creeks of Legacy West subdivision

E. Discussion Regarding CCN Agreement by and between the City of Celina and Mustang Special Utility District

F. Discussion Regarding Development Agreement by and between the City of Celina and Steadfast Concepts, Inc. dba Burger Fixin's

G. Discussion Regarding Development Agreement by and between the City of Celina and First State Bank for a Temporary Site

H. Discussion Regarding Development Agreement by and between the City of Celina and a Membership Warehouse Club

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

I. Discussion Regarding Development Agreement by and between the City of Celina and Developer of Village at Ownsby Farms

J. Discussion Regarding Development Agreement by and between the City of Celina and C and C Land, LLC, for approximately 45 acres of land, generally located east of FM 1385 and approximately 1,250 feet north of future Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hong Tract Infrastructure)

K. Discussion Regarding Right-of-Way and Easement acquisitions within the Legacy Hills Development

L. Discussion Regarding softball tournaments at Old Celina Park.

Reconvene Into Open Session

The City Council reconvened into open session at 8:12 p.m.

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

VI. A: Upon a motion by Councilmember Koehne and a second by Councilmember Hopkins, the Council voted six (6) for and none opposed to have the City Attorney draft a contract extension for the City Manager. The motion carried.

VII. CONSENT AGENDA:

Upon a motion by Councilmember Koehne and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed the approve all items on the Consent Agenda. The motion carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - July 12, 2022, 5:00 PM

2. City Council - Worksession - July 29, 2022, 9:00 AM

B. Consider and act upon concurrence of appointment of the City Secretary.

C. Review and Acceptance of the Quarterly Budget Report for the period ended June 30, 2022. (Bromiley)

D. Review and Acceptance of the Quarterly Investment Report for the period ended June 30, 2022. (Bromiley)

E. Review and Acceptance of the Quarterly Human Resources Report for the period ending June 30, 2022. (Peters)

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

F. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021, and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

G. Consider and act upon a resolution of the City Council of the City of Celina, Texas approving authorized representatives to make transactions with TexPool/TexPool Prime, a Texas Local Government Investment Pool as needed for the purpose of investing city funds. (Bromiley)

H. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a portion of a water and sewer easement situated on a 0.200 acre tract of land in the W. Wilhite Survey Abstract number 1002 as part of Lilyana Phase 5 development. (Glasgow)

I. Consider and act upon a Development Agreement between the City of Celina and C and C Land, LLC, for approximately 45 acres of land, generally located east of FM 1385 and approximately 1,250 feet north of future Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hong Tract Infrastructure – Development Agreement) (McAfee)

J. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 45 acres within the Extraterritorial Jurisdiction, generally located east of FM 1385 and approximately 1,250 feet north of future Frontier Parkway. (Hong Tract - Annexation Service Agreement) (McAfee)

K. Consider and act upon an interlocal agreement for administrative services and office space with the Celina Community Development Corporation. (Brawner)

L. Consider and act to award bid 2022-0142 for Benefits Administrator to McGriff Insurance Services at an annual amount of $49,500 for a contract term not to exceed $247,500 for five years. (Quigley)

M. Consider and act to award bid 2022-0158 for Vehicle Preventative Maintenance to various vendors at the unit prices listed for an estimated annual amount not to exceed $86,000. (Quigley)

N. Consider and act to authorize the use of contingency funds for additional concrete panels and authorize Change Order 4 for street maintenance in an amount not to exceed $62,831.72. (Berry)

O. Consider and act to authorize Change Order 2 for the Oklahoma Drive gravity sanitary sewer line in an amount not to exceed $103,097.10. (Berry)

P. Consider and act upon approval of an Interlocal Agreement for Dispatch Services between City of Celina and Collin County. (Metdker)

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

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

R. Consider and act to authorize the purchase of a vehicle for Engineering from Grapevine Dodge through a cooperative agreement with BuyBoard in an amount not to exceed $36,622.00. (Berry)

S. Consider and act to purchase computers through a cooperative contract with State of Texas Department of Information Resources contract DIR-TS0-3763-R in an amount not to exceed $52,266.84. (Berry)

T. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Parkside Homeowner Association for a Neighborhood Integrity Program grant. (Satarino)

U. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina, Celina Economic Development Corporation, and Steadfast Concepts, Inc., dba Burger Fixin's, for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Satarino)

V. Consider and act upon an agreement by and between the Celina Economic Development Corporation and Shades of Green, Inc. for economic incentive funding. (Satarino)

W. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Cambridge Crossing Public Improvement District and providing an effective date. (Stovall)

X. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Celina Hills Public Improvement District and providing an effective date. (Stovall)

Y. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Chalk Hill Public Improvement District and providing an effective date. (Stovall)

Z. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for The Columns Public Improvement District and providing an effective date. (Stovall)

AA. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Creeks of Legacy Public Improvement District and providing an effective date. (Stovall)

AB. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Edgewood Creek Public Improvement District and providing an effective date. (Stovall)

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

AC. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Glen Crossing Public Improvement District and providing an effective date. (Stovall)

AD. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Glen Crossing West Public Improvement District and providing an effective date. (Stovall)

AE. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Hillside Village Public Improvement District and providing an effective date. (Stovall)

AF. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Lakes at Mustang Ranch Public Improvement District and providing an effective date. (Stovall)

AG. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Legacy Hills Public Improvement District and providing an effective date. (Stovall)

AH. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Ownsby Farms Public Improvement District and providing an effective date. (Stovall)

AI. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Parks at Wilson Creek Public Improvement District and providing an effective date. (Stovall)

AJ. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Sutton Fields II Public Improvement District and providing an effective date. (Stovall)

AK. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Sutton Fields East Public Improvement District and providing an effective date. (Stovall)

AL. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Wells North Public Improvement District and providing an effective date. (Stovall)

AM. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Wells South Public Improvement District and providing an effective date. (Stovall)

VIII. PUBLIC HEARING/ACTION:

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 45 acres, generally located east of FM 1385 and approximately 1,250 feet north of future Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hong Tract – Annexation) (McAfee)

Mayor Terry opened the public hearing at 8:17 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:17 p.m.

Upon a motion by Councilmember Wigginton and as second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-97. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 45 acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) and Multi-Family, Horizontal District (MF-0) base zoning, generally located east of FM 1385 and approximately 1,250 feet north of future Frontier Parkway. (Hong Tract – PD Zoning) (McAfee)

Mayor Terry opened the public hearing at 8:18 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:18 p.m.

Upon a motion by Councilmember Hopkins and as second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-98. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

C. Conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (22-01 Annexation Second Public Hearing) (White)

Mayor Terry opened the public hearing at 8:18 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:23 p.m.
No action was taken.

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

D. Conduct a public hearing to consider testimony regarding the creation of the Harper Estates Public Improvement District and act upon a resolution creating the Harper Estates Public Improvement District. (Harper Estates - PID Creation Resolution) (Pollard)

Mayor Terry opened the public hearing at 8:24 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:24 p.m.

Upon a motion by Councilmember Hopkins and as second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-39R. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

E. Conduct a public hearing and act upon an ordinance amending the City's Master Thoroughfare Plan and Map of the Comprehensive Plan. (Brawner)

Mayor Terry opened the public hearing at 8:29 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:29 p.m.

Upon a motion by Councilmember Wigginton and as second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-99. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

IX. ACTION ITEM:

A. Consider and provide direction to staff on the boards and commissions interview process. (Satarino)

Council directed staff to schedule interviews for Community Development/Parks and Recreation Board, Downtown Commission, and Special Events Advisory Committee applicants on Monday, August 15 and Economic Development Corporation and Planning and Zoning Commission applicants on Saturday, August 27.

No action was taken.

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

B. Discussion regarding City Secretary's verification of whether there are a sufficient number of signatures to the petition for local option election to legalize the sale of all alcoholic beverages including mixed beverages. (Field)

City Secretary Field verified there were a sufficient number of signatures to the petition for annexation.

No action was taken.

C. Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, ordering a special local option election to be held on November 8, 2022, for the purpose of submitting to the qualified voters of the City of Celina the following issue: legalizing the legal sale of all alcoholic beverages including mixed beverages in the City of Celina. (Field)

Upon a motion by Councilmember Griggs and as second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-100. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

D. Consider and act upon a resolution accepting the proposed property tax rate; establishing dates for public hearings on the proposed property tax rate and Fiscal Year 2022-2023 budget; providing for the dates for the City Council to approve the property tax rate and Fiscal Year 2022-2023 budget; and providing for publication of public hearing notices as provided by the Texas law. (Bromiley)

Upon a motion by Councilmember Koehne and as second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-40R. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

E. Consider and act upon the implementation of a comprehensive impact study focused on the existing residential tax increment reinvestment zones (TIRZ) established with the City of Celina. (Satarino)

Upon a motion by Councilmember Pierce and as second by Councilmember Griggs, the Council voted four (4) for and two (2) opposed to approve an Impact Study on Residential Tax Increment Reinvestment Zones. The motion carried.

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [4 TO 2]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton
NAYS:	Hopkins, Koehne

F. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain Neighborhood Improvement Area #5 improvements to be financed within Neighborhood Improvement Area #5 of the Wells South Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #5 Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #5 Assessment Roll with the Deputy City Secretary; and providing for noticing and calling a public hearing on September 13, 2022, to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #5 of the Wells South Public Improvement District. (Wells South NIA #5 – Pre-SAP) (Pollard)

Upon a motion by Councilmember Hopkins and as second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-41R. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

X. ADJOURNMENT:

Mayor Terry adjourned the Regular Meeting of the Celina City Council at 9:14 p.m. on Tuesday, August 9, 2022.

_____
Sean Terry, Mayor

_____ _____
Lauren Field, City Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Aug 9, 2022 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, AUGUST 15, 2022
5:00 PM

MINUTES

I. CALL TO ORDER:

Mayor Terry called the meeting to order at 5:00 PM and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Absent	
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	
Sean Terry	City of Celina	Mayor	Present	

II. REGULAR AGENDA:

A. Conduct Interviews of Applicants for City Boards and Commissions

Council conducted interviews of applicants for City boards and commissions.

III. ADJOURN:

Mayor Terry adjourned the meeting at 7:41 PM.

_____
Sean Terry, Mayor

_____
Lauren Field, City Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Aug 15, 2022 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, AUGUST 22, 2022
5:00 PM

MINUTES

I. CALL TO ORDER:

Mayor Terry called the meeting to order at 5:13 PM and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	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	Absent	
Mindy Koehne	City of Celina	Place 5	Absent	
Sean Terry	City of Celina	Mayor	Present	

II. EXECUTIVE SESSION:

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

III. ACTION:

A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, disapproving of the Denton Central Appraisal District 2023 Budget. (Satarino)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted four (4) for and none (0) opposed to approve Resolution No. 2022-42R. The motion carried.

Minutes Acceptance: Minutes of Aug 22, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton
ABSENT:	Hopkins, Koehne

IV. ADJOURN:

Mayor Terry adjourned the meeting at 5:15 PM.

_____
Sean Terry, Mayor

_____ _____
Lauren Field, City Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Aug 22, 2022 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
SATURDAY, AUGUST 27, 2022
9:00 AM
MINUTES

I. CALL TO ORDER:

Mayor Terry called the meeting to order at 9:00 AM and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	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	
Sean Terry	City of Celina	Mayor	Present	

II. REGULAR AGENDA:

A. Conduct Interviews of Applicants for City Boards and Commissions:

Council conducted interviews of applicants for City boards and commissions.

III. ADJOURN:

Mayor Terry adjourned the meeting at 11:35 PM.

_____
Sean Terry, Mayor

_____
Lauren Field, City Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Aug 27, 2022 9:00 AM (Minutes Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: TIRZ #5 Agreement for Consulting Services

Action Requested:
Consider and act upon an agreement by and between the City of Celina and David Pettit Economic Development, LLC, for tax increment reinvestment zone (TIRZ) consulting services for TIRZ #5 in the amount not to exceed $38,000. (Stovall)

Background Information:
On March 8, 2016 City Council approved Ordinance No. 2016-16 establishing Tax Increment Reinvestment Zone (TIRZ) #5. Old Celina, LTD, has recently met with Staff requesting changes be made to the Project and Finance Plan. Staff recommends an analysis and impact study be conducted to determine the outcome of the proposed changes.

TIRZ #5 Board recommends utilizing the consulting services provided by David Pettit Economic Development, LLC, to conduct an analysis and impact study on the changes requested by the property owner.

All fees will be paid through TIRZ #5 credits.

Board Review/Citizen Input:
TIRZ #5 Board recommends for approval.

Alternatives:
N/A

Financial Considerations:
A lump sum fee of $38,000 will be paid through TIRZ #5 credits.

Legal Review:
The City Attorney has reviewed the Agreement.

Supporting Documents:
Agreement by and between the City of Celina and David Pettit Economic Development, LLC

Staff Recommendation:
Staff recommends for approval.

DAVID PETTIT
Economic Development

August 10, 2022

Jason Laumer
City Manager
City of Celina
142 N. Ohio St
Celina, TX 75009

RE: Professional Services Proposal

Dear Mr. Laumer,

David Pettit Economic Development, LLC ("DPED") is pleased to provide this proposal for economic development professional services relating to the amendment of the City of Celina, Tax Increment Reinvestment Zone ("TIRZ") Number Five, in the City of Celina, Texas ("City").

The Project
It is our understanding that the City of Celina, Texas is interested in amending TIRZ #5 to revise development projections and extend the term, with the purpose of facilitating development.

The Assignment
Our work under this proposal would be to provide professional economic development services relating to amending a TIRZ, including amending the Project and Financing Plan.

The Team
We proposed working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time, we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

Statutory Requirements
Chapter 311 of the Texas Tax Code outlines the various procedures for creating or amending a TIRZ. The amendment to the TIRZ ordinance is approved by the governing body of the municipality and establishes five key elements, including:

- Boundary;
- Term;
- TIRZ Board;
- City Participation; and
- Preliminary Amended Project and Financing Plan.

Before adopting an ordinance designating the amended reinvestment zone, the governing body of the municipality must hold a public hearing on the amendment of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final Amended Project and Financing Plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

306 West 7th Street, Suite 602 | Fort Worth, Texas 76102
817.439.9515 | www.dpedllc.com

Attachment: DPED Proposal_City of Celina_TIRZ #5 Amendment_8-10-2022 TB C (TIRZ #5 Agreement for Consulting Services)

Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for the proposed amended TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information within the TIRZ boundaries. This includes reviewing available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon the boundaries agreed upon by the City, DPED would utilize a geographic information system (GIS) database to establish the existing values for land and improvements, ownership data, and current land use information. This will provide the baseline data for the analysis. Key products of this task would include TIRZ parcel data and accompanying maps in digital formats.

Task 3

Taxable Value Analysis

A taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for development in the zone. DPED would work with City staff to develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop Amended TIRZ Cash Flow Model

Based on the anticipated land uses and projections, DPED would develop a draft financing cash flow model (and supporting spreadsheets) for a various time periods. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of the Amended TIRZ Cash Flow Models with growth and development assumptions.

Task 5

Prepare an Amended Project and Financing Plan

DPED will develop the Finance Plan, Project Plan, and Detailed Description of the TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include an amended preliminary TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for amending the TIRZ including: 1) public hearing notices; 2) resolutions; 3) amendment ordinances; and 4) amended participation agreements. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration.

Attachment: DPED Proposal_City of Celina_TIRZ #5 Amendment_8-10-2022 TB C (TIRZ #5 Agreement for Consulting Services)

Fee for Services
Our fee for services relating to the scope of services would be a lump sum fee of $38,000.

Fees would be charged monthly, subject to on-going progress on the work effort. Reimbursable expenses not to exceed $500 (included in lump sum fee) would be charged to include out-of-pocket expenses incurred in the interest of the project at actual costs.

Changes of Scope and Additional Services
Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services
Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

Classification	Hourly Billing Rate
David Pettit	$325.00
Project Manager	$250.00
Project Specialist	$120.00
Planning Intern	$100.00
Administrative	$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement
It is anticipated that the services covered in the proposal will be completed within twelve (12) month of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) month from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables
We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at our actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments
Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum.

Confidentiality and Ownership of Documents
DPED shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created pursuant to this Agreement shall be the property of the City and shall be provided to the City by DPED.

Attachment: DPED Proposal_City of Celina_TIRZ #5 Amendment_8-10-2022 TB C (TIRZ #5 Agreement for Consulting Services)

Independent Contractor
DPED shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. DPED hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

Governing Law and Venue
This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Collin County, Texas.

Suspension and Termination
If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications
Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed
Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance
DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate and excess/umbrella liability of $1,000,000 per occurrence and $2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of $1,000,000.00/$1,000,000.00/$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of $2,000,000.00 each occurrence and $4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of $1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Attachment: DPED Proposal_City of Celina_TIRZ #5 Amendment_8-10-2022 TB C (TIRZ #5 Agreement for Consulting Services)

Notices
Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Celina
142 N. Ohio St
Celina, TX 75009
Attention: Jason Laumer, City Manager
Email: jlaumer@Celina-tx.gov

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY
I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,

David Pettit
Managing Member

Attachment: DPED Proposal_City of Celina_TIRZ #5 Amendment_8-10-2022 TB C (TIRZ #5 Agreement for Consulting Services)

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of Celina, Texas

By: _____ Date: _____

Attachment: DPED Proposal_City of Celina_TIRZ #5 Amendment_8-10-2022 TB C (TIRZ #5 Agreement for Consulting Services)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: TIRZ #11 Agreement for Consulting Services

Action Requested:
Consider and act upon an agreement by and between the City of Celina and David Pettit Economic Development, LLC, for tax increment reinvestment zone (TIRZ) consulting services for TIRZ #11 in the amount not to exceed $23,000. (Stovall)

Background Information:
On December 12, 2017, City Council approved Ordinance No. 2017-136 establishing Tax Increment Reinvestment Zone (TIRZ) #11. City Council adopted the Downtown Master Plan on January 8, 2019, to reflect the vision of the community for Downtown Celina and to establish guidelines and considerations for the future growth of the community. Staff recommends the TIRZ #11 Project and Finance Plan be updated to include projects presented in the Downtown Master Plan and other additions, such as land purchases, economic development opportunities, and public buildings.

TIRZ #11 Board recommends utilizing the consulting services provided by David Pettit Economic Development, LLC, to update the TIRZ #11 Project and Finance Plan.

All fees will be paid through TIRZ #11 credits.

Board Review/Citizen Input:
TIRZ #11 Board recommends for approval.

Alternatives:
N/A

Financial Considerations:
A lump sum fee of $23,000 will be paid through TIRZ #11 credits.

Legal Review:
The City Attorney has reviewed the Agreement.

Supporting Documents:
Agreement by and between the City of Celina and David Pettit Economic Development, LLC

Staff Recommendation:
Staff recommends for approval.

DAVID PETTIT
Economic Development

August 10, 2022

Jason Laumer
City Manager
City of Celina
142 N. Ohio St
Celina, TX 75009

RE: Professional Services Proposal

Dear Mr. Laumer,

David Pettit Economic Development, LLC ("DPED") is pleased to provide this proposal for economic development professional services relating to the amendment of the City of Celina, Tax Increment Reinvestment Zone ("TIRZ") Number Eleven, in the City of Celina, Texas ("City").

The Project
It is our understanding that the City of Celina, Texas is interested in amending TIRZ #11 to revise development projections with the purpose of facilitating development.

The Assignment
Our work under this proposal would be to provide professional economic development services relating to amending a TIRZ, including amending the Project and Financing Plan.

The Team
We proposed working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time, we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

Statutory Requirements
Chapter 311 of the Texas Tax Code outlines the various procedures for creating or amending a TIRZ. The amendment to the TIRZ ordinance is approved by the governing body of the municipality and establishes five key elements, including:

- Boundary;
- Term;
- TIRZ Board;
- City Participation; and
- Preliminary Amended Project and Financing Plan.

Before adopting an ordinance designating the amended reinvestment zone, the governing body of the municipality must hold a public hearing on the amendment of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final Amended Project and Financing Plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

306 West 7th Street, Suite 602 | Fort Worth, Texas 76102
817.439.9515 | www.dpedllc.com

Attachment: DPED Proposal_City of Celina_Downtown TIRZ #11 Amendment_8-10-2022 v2 C.S. comments 9.1.22 TB C (TIRZ #11 Agreement for

Attachment: DPED Proposal_City of Celina_Downtown TIRZ #11 Amendment_8-10-2022 v2 C.S. comments 9.1.22 TB C (TIRZ #11 Agreement for

Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for the proposed amended TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information within the TIRZ boundaries. This includes reviewing available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon the boundaries agreed upon by the City, DPED would utilize a geographic information system (GIS) database to establish the existing values for land and improvements, ownership data, and current land use information. This will provide the baseline data for the analysis. Key products of this task would include TIRZ parcel data and accompanying maps in digital formats.

Task 3

Taxable Value Analysis

A taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for development in the zone. DPED would work with City staff to develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop Amended TIRZ Cash Flow Model

Based on the anticipated land uses and projections, DPED would develop a draft financing cash flow model (and supporting spreadsheets) for a various time periods. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of the Amended TIRZ Cash Flow Models with growth and development assumptions.

Task 5

Prepare an Amended Project and Financing Plan

DPED will develop the Finance Plan, Project Plan, and Detailed Description of the TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include an amended preliminary TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for amending the TIRZ including: 1) public hearing notices; 2) resolutions; 3) amendment ordinances; and 4) amended participation agreements. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration.

Attachment: DPED Proposal_City of Celina_Downtown TIRZ #11 Amendment_8-10-2022 v2 C.S. comments 9.1.22 TB C (TIRZ #11 Agreement for

Fee for Services
Our fee for services relating to the scope of services would be a lump sum fee of $23,000.

Fees would be charged monthly, subject to on-going progress on the work effort. Reimbursable expenses not to exceed $500 (included in lump sum fee) would be charged to include out-of-pocket expenses incurred in the interest of the project at actual costs.

Changes of Scope and Additional Services
Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services
Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

Classification	Hourly Billing Rate
David Pettit	$325.00
Project Manager	$250.00
Project Specialist	$120.00
Planning Intern	$100.00
Administrative	$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement
It is anticipated that the services covered in the proposal will be completed within twelve (12) month of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) month from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables
We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at our actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Confidentiality and Ownership of Documents
DPED shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created pursuant to this Agreement shall be the property of the City and shall be provided to the City by DPED.

Invoices and Payments
Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum.

Attachment: DPED Proposal_City of Celina_Downtown TIRZ #11 Amendment_8-10-2022 v2 C.S. comments 9.1.22 TB C (TIRZ #11 Agreement for

Independent Contractor
DPED shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. DPED hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

Governing Law and Venue
This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Collin County, Texas.

Suspension and Termination
If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications
Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed
Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance
DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate and excess/umbrella liability of $1,000,000 per occurrence and $2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of $1,000,000.00/$1,000,000.00/$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of $2,000,000.00 each occurrence and $4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of $1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices
Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Celina
142 N. Ohio St
Celina, TX 75009
Attention: Jason Laumer, City Manager
Email: jlaumer@Celina-tx.gov

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY
I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,

David Pettit
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of Celina, Texas

By: _____ Date: _____

Attachment: DPED Proposal_City of Celina_Downtown TIRZ #11 Amendment_8-10-2022 v2 C.S. comments 9.1.22 TB C (TIRZ #11 Agreement for

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Karla Stovall, Assistant City Manager
Date: September 13, 2022
Re: Surplus Property Ordinance

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing an amendment to Section 1.07.002, Disposal of Surplus Property of the City of Celina Code of Ordinances. (Berry)

Background Information:
Staff seeks to amend section 1.07.002, Disposal of Surplus Property in the City's Code of Ordinances. The updates removes the Mayor as the responsible party and makes the City Manager or designee responsible for surplus property.

Alternatives:
Council may reject the ordinance and provide direction to staff.

Financial Considerations:
There is no financial impact.

Legal Review:
The Interim City Attorney drafted the ordinance.

Supporting Documents:
Ordinance

Staff Recommendation:
Adopt Ordinance

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 1, GENERAL PROVISIONS, ARTICLE 1.07, FINANCES, SECTION 1.07.002, DISPOSAL OF SURPLUS PROPERTY IN THE CITY'S CODE OF ORDINANCES TO DESIGNATE THE CITY MANAGER AS THE PROPERTY DISPOSAL AGENT FOR THE CITY; PROVIDING FOR METHODS TO DISPOSE OF SURPLUS PROPERTY; PROVIDING FOR SALE OF SURPLUS PROPERTY TO CITY EMPLOYEES; PROVIDING CUMULATIVE REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 1.07.002, Disposal of surplus property of the City of Celina Code of Ordinances provides that as property disposal agent of the City of Celina, the Mayor is responsible for presenting to the City Council a list of surplus property and the City Council is responsible for voting to certify or not certify the sale of the property. Upon certification, the Mayor is responsible for advertising for the sale or disposition of the surplus property at an auction to the highest bidder; and

WHEREAS, the City Council has determined that Section 1.07.002 should be amended to designate the City Manager or designee as the property disposal agent for the City of Celina, provide for several methods to dispose of surplus property including auction, trade, competitive bidding, and recycling, and provide the property disposal agent with the authority to create a policy for selling surplus property to City employees; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the Ordinance set forth herein should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the city.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Attachment: Ordinance Amending Sec 1.07.002 Surplus Property MFM 8.18.22 (Surplus Property)

SECTION 2
AMENDMENT TO SECTION 1.07.002

Chapter 1, General Provisions, Article 1.07, Finances, Section 1.07.002, Disposal of surplus property is amended to read as follows:

Sec. 1.07.002 Disposal of surplus property

(a) Property disposal agent. The city manager or designee shall serve as city property disposal agent.

(b) Procedures. In selling or otherwise disposing of any surplus city property, except for garbage, trash or otherwise, the following procedures shall be followed. Nothing herein shall be construed so as to prevent the city council from providing for alternate methods of disposing of specific pieces of surplus property by means of competitive bidding for sale to the highest bidder.

(1) Surplus property listing. The property disposal agent shall prepare a list of surplus property certifying items of city property to be surplus items which are not needed for the continuance or start-up of city services or other activities. The list shall also contain an estimated market value on each item or group of items for disposal, which shall in no event be an amount less than current scrap value.

(2) Method of sale. The property disposal agent is authorized to sell surplus personal property by any of the following methods:

(A) A public auction held on-site or through the Internet and conducted by an auctioneer licensed by the State of Texas. The property disposal agent shall give notice in a newspaper of general circulation advertising the date, time, manner and place of sale, method of payment and a general description of the items for sale. All sales shall be to the highest bidder, unless determined by the property disposal agent to be not sufficient. Each sale shall be recorded, including the name and address of the purchaser, item or items purchased and the amount paid. Each purchaser shall receive a receipt for his or her purchases.

(B) Offer the surplus property as a trade-in for new property of the same general type if the property disposal agent considers that action to be in the best interest of the city.

(C) Recycle the surplus property at an appropriate facility.

(D) Competitive sealed bid in accordance with ch. 252, Tex. Loc. Gov't Code.

(E) Order any of the surplus property to be destroyed or otherwise disposed of as worthless, if the city undertakes to the sell that property and is unable to do so.

(3) Payment for items purchased. Payment for items purchased shall be by cash at the time of sale. In no event shall a receipt be issued or merchandise delivered until payment is made. All sales shall be final at the time the gavel falls at auction and after payment is made. Failure to pay for items at the time of sale shall render the sale null and void.

Attachment: Ordinance Amending Sec 1.07.002 Surplus Property MFM 8.18.22 (Surplus Property)

(c) Sale to city employees. The property disposal agent is authorized to create a policy for selling surplus property to employees for fair market value.

SECTION 3
CUMULATIVE REPEALER

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

SECTION 4
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 5
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 6
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 the ____ day of _____, 2022.

_____

Attachment: Ordinance Amending Sec 1.07.002 Surplus Property MFM 8.18.22 (Surplus Property)

Sean Terry, Mayor

ATTEST:

_____

Lauren Field, City Secretary

Attachment: Ordinance Amending Sec 1.07.002 Surplus Property MFM 8.18.22 (Surplus Property)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Karla Stovall, Assistant City Manager
Date:	September 13, 2022
Re:	Procurement Policy Updates - FY 2022

Action Requested:
Consider and act upon a resolution adopting the Fiscal Year 2022 updates to the City's Procurement Policy; Incorporating Recitals and providing an effective date. (Berry)

Background Information:
On August 13, 2019 Council adopted the first Procurement Policy. The policy sets standards for contracting and authority while providing guidance to City employees involved in the procurement process.

Alternatives:
Council may reject the policy and provide direction to staff.

Financial Considerations:
There is no financial impact.

Legal Review:
The Interim City Attorney has reviewed the policy.

Supporting Documents:
Resolution
Exhibit A: Policy

Staff Recommendation:
Adopt Purchasing Policy

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS ADOPTING THE FISCAL YEAR 2022 PURCHASING POLICY UPDATES; REPEALING ALL CONFLICTING POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina elects to adopt the policy updates.

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

1. That the City Council of the City of Celina, Texas hereby approves the Procurement Policy as attached in Exhibit A.

2. This Resolution shall become effective immediately upon its passage and approval.

3. That the City Council of the City of Celina, Texas may review and revise this policy as needed.

PASSED, APPROVED, AND RESOLVED this 13th day of September, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: Resolution FY 22 Update (Procurement Policy - FY 22 update)

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Life Connected.

CITY OF CELINA

PROCUREMENT POLICY

DESCRIPTION	COUNCIL AUTHORIZED DATE	RESOLUTION #
Adopted by Resolution on:	August 13, 2019	2019-42R
Revision 1	September 13, 2022	2022-

PROCUREMENT POLICY

TABLE OF CONTENTS

SECTION 1: POLICY 3
SECTION 2: POLICY THRESHOLDS 6
SECTION 3: DELEGATED AUTHORITY 9
SECTION 4: STATUTE 11
SECTION 5: ETHICS 14
SECTION 6: ENVIRONMENTAL 17
SECTION 7: GRANTS 20
SECTION 8: MISCELLANEOUS GUIDELINES 21
SECTION 9: BONDS AND INDEMNIFICATION 24
SECTION 10: CONTRACTS 26
SECTION 11: SURPLUS PROPERTY 27
SECTION 12: PUBLIC WORKS/CIP PROJECTS 28
SECTION 13: PROFESSIONAL SERVICES 30
SECTION 14: EMERGENCY PROCUREMENT 32
SECTION 15: DISASTER PROCUREMENT 33
SECTION 16: SOLE SOURCE PROCUREMENT 37
SECTION 17: COOPERATIVE PURCHASES 38
SECTION 18: PROCUREMENT CARD 39
SECTION 19: INSURANCE 43
APPENDIX A: REFERENCES 44
APPENDIX B: DEFINITIONS 45
APPENDIX C: ACRONYMS 49
APPENDIX D: CHOOSING A PROCUREMENT METHOD 50
APPENDIX E: SAMPLE LEAD TIMES 51
~~APPENDIX F: QUOTE / BID REQUIREMENTS 52~~
APPENDIX F: AUCTION PROCEDURES 53
APPENDIX G: INSURANCE 55

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 1: ~~**PURPOSE**~~**POLICY**

1.1 PURPOSE AND POLICY

The purpose of the Procurement Policy is to provide guidance to all employees regarding procurement related activities. ~~department directors, managers, supervisors, and employees with a written set of parameters for purchasing goods and services under applicable state statutes. More specifically, the purposes are:~~ Purchasing is a function of all Departments. Directors or their designees are responsible for coordinating with the Purchasing Department on any departmental purchases made on behalf of the City of Celina. Purchasing procedures are subject to the following.

A. All purchasing shall be in accordance with the laws of the State of Texas, including Chapters 252 and 271 of the Texas local Government Code, Chapter 2269 of the Texas Government Code , and the City of Celina Charter.

B. All purchasing shall adhere to sound purchasing policies to ensure that Celina taxpayers receive the best value for city purchases. Purchasing activities will be managed with proper controls and all requisitions will be processed in a timely manner to ensure efficient practices.

C. When required, or preferred, a competitive bidding or proposal process, in the form of a Bid, Request for Proposal, Request for Qualifications, or approved alternate delivery method will be utilized to make purchases that provide the best value to the City, and to provide for an open and fair process for all interested vendors.

~~Simplify and clarify the laws governing purchasing by the City;~~

~~Permit the continued development of purchasing policies and practices;~~

~~Provide consistency in the purchasing practices of the City;~~

~~Increase public confidence in public purchasing;~~

~~Ensure the fair and equitable treatment of all persons who participate in the purchasing process;~~

~~Provide increased economy and efficiency in purchasing activities by avoiding unnecessary, unwarranted, and duplicative purchases;~~

~~Provide safeguards for the maintenance of a purchasing system;~~

~~Ensure that full accounting is available and given for all purchases.~~

1.2 ~~POLICY~~AUTHORITY

~~It is the policy of the City to conduct procurement functions efficiently, effectively, and in full compliance with all federal and state laws, and City Charter.~~ The City Council's authority to contract for all goods and services is delegated to the City Manager as outlined in this policy and to those employees to whom the City Manager delegates that responsibility. ~~The Purchasing Director has been delegated authority by the City Manager to contract for the City by this manual. Additionally, selected personnel in the City's requesting departments are authorized to make purchases.~~

~~Personnel who attempt to contract in the name of the City, or make authorized or unauthorized purchases outside the scope of this policy, may be submit to disciplinary action up to and including termination, legal action, and personal financial liability.~~

~~If a person fails to comply with the competitive bidding or competitive proposal procedures required by law, that person may be convicted of a Class B misdemeanor. This includes a situation where a person knowingly or intentionally or unknowingly authorizes separate, sequential or component purchases to avoid the competitive bid requirement.~~

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

The Purchasing Director interprets this Policy. Any questions regarding the Purchasing Director's interpretation and/or application of the policy may be taken to the City Manager for the review and consideration. The City Manager shall resolve any question about any interpretation and/or application of the policy when there is a conflict.

1.3 CENTRALIZED PROCUREMENT

The Purchasing Department serves as the central procurement office for the City. It determines which method of Procurement will be used for the purchase. The Purchasing Department communicates ~~adopts~~ operational procedures consistent with sound business practices, ~~in line with all federal and state statutes which govern~~ for the procurement and management of all goods ~~materials~~ and services, including disposal of City-owned property.

1.4 ENFORCEMENT

It shall be the responsibility of the City Manager and Purchasing Director to enforce all procurement procedures.

A violation is defined as an employee's action or omission that indicates a disregard for purchasing laws, policies, or procedures. A violation also may be noted if the employee's action was unintentional but violates federal law, state law, city charter, policies, or procedures.

Personnel who attempt to contract in the name of the City, or make authorized or unauthorized purchases outside the scope of this policy, may be subject to disciplinary action up to and including termination, legal action, and personal financial liability.

If an officer or employee fails to comply with the competitive bidding or competitive proposal procedures required by law, that person may be convicted of a Class B misdemeanor. This includes a situation where the officer or employee knowingly or intentionally ~~or unknowingly~~ authorizes separate, sequential or component purchases to avoid the competitive bidding requirements.

~~Violation of purchasing procedures will be noted to the appropriate Director in writing from the Purchasing Director through a Statement of Non-Compliance form.~~

~~Repetitive violations of purchasing procedures by a department or individual will be communicated to the City Manager from the Purchasing Director.~~

Texas Local Government Code §§ 252.062, 252.063, and 271.029 provide criminal penalties for officers and employees who knowingly violate state statutes.

1.5 PERSONAL USE PROHIBITIONS AND PERMISSIONS

The nature of purchasing functions makes it critical that all players in the process remain independent, free of obligation or suspicion, and completely fair and impartial. Maintaining the integrity and credibility of a purchasing program requires a clear set of guidelines, rules and responsibilities to govern the behavior of purchasing employees. The following guidelines must be adhered to by all employees.

If an employee acquires merchandise or services for the employee's personal use from a vendor doing business with the City, ~~such merchandise or services may not be delivered to the employee or another City employee unless the acquisition~~ the purchase must be paid directly to the vendor by the employee. ~~No personal invoices are to be mailed to an employee (or another City employee for or on behalf of the employee) at the employee's (or other employee's) place of work. The employee is responsible for the payment of applicable sales tax.~~

Employees may purchase merchandise or services from a vendor doing business with the City, provided that the price at which the item is purchased is the same price charged to all officers and employees of the City.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Employees cannot use the City's business accounts for personal purchases. ~~Employees involved in contract negotiations should refrain from not purchase merchandise or services for personal use from a vendor that is currently working, seeks to work, or has worked for the City.~~

Employees shall **NOT** use the City of Celina tax exemption forms for personal use.

1.6 ~~POLICY~~ LEGISLATIVE UPDATES

~~City Council may amend the policy at any time.~~ Any amendments to State or Federal law will automatically take effect on the date stated in the legislative update.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 2: **POLICY THRESHOLDS**

2.1 PURCHASING THRESHOLDS

Purchasing thresholds are established to ensure fair competition among available, responsible vendors. To effectively expedite and control purchases of goods and services that are subject to Local Government Code, Chapter 252, the City of Celina has adopted the following purchasing thresholds . Employees should be aware that Chapter 252 of the Texas Local Government Code prohibits the use of "separate, sequential, or component purchases" to avoid competitive bidding requirements:

"separate, sequential, or component purchases" to avoid competitive bidding requirements:

Component Purchase is a purchase of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

Separate Purchases are purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases are purchases made over a period of items that in normal purchasing practices would be purchased in one purchase.

PURCHASES $2,999.99 OR LESS

A. An approved department representative may source these items directly.

B. Multiple quotes are recommended, but not required for this threshold. One written quote is required.

C. Purchase must be made with the purchasing card or by obtaining a purchase order prior to placing the order.

PURCHASES $3,000 TO $49,999.99

A. Requires three written quotes. Quotes must be uploaded online to the requisition system for review by Purchasing.

B. Requires a documented attempt to contact two Historically Underutilized Businesses (HUBs) from HUB vendors within Collin or Denton Counties.

C. A purchase must be made by obtaining a purchase order prior to placing the order.

D. Exceptions may be granted by the Purchasing Director for use of a PCard or other payment method.

PURCHASES $50,000+

Purchases in amounts of $50,000 or greater are generally subject to requirements of the competitive bid process unless specifically exempted by State Law.

Exceptions to the $50,000 Bid Threshold:

A. Professional Services (Section 13 of the City of Celina Procurement Policy)

B. Emergency Purchases (Section 14 of the City of Celina Procurement Policy)

C. Disaster Purchases (Section 15 of the City of Celina Procurement Policy)

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

D. Sole Source Purchases (Section 16 of the City of Celina Procurement Policy)

E. Cooperative Purchases (Section 17 of the City of Celina Procurement Policy)

F. Other Exemptions as outlined in the Texas Local Government Code Chapter 252

2.2 APPROVAL AUTHORITY FOR PURCHASES

The following approval levels shall be utilized in all procurement related matters. The respective Director or designee must approve all procurement card (PCard) transactions. Purchase Orders will also follow this approval process. The Purchasing Department is responsible for the review and issuance of all Purchases Orders and final PCard submittals. The approval requirement levels are established on a monetary scale identified in the chart below.

Amount	Approval Requirements				
	Level 1	Level 2	Level 3	Level 4	Review and Issuance
$2,999.99 or less	Authorized Staff				Purchasing
$3,000 - $24,999.99	Authorized Staff	Director			Purchasing
$25,000 - $49,999.99	Authorized Staff	Director	City Manager		Purchasing
$50,000 +	Authorized Staff	Director	City Manager	City Council	Purchasing

PURCHASES $2,999.99 or less (Level 1)

Directors may delegate authority to staff within their Department to approve and authorize a requisition, or PCard purchase.

PURCHASES $3,000.00 to $24,999.99 (Level 1, 2)

If a Director delegates the approval authority to staff within their Department for a requisition or PCard purchase two authorization approvals are required. A Director approval is required at this level.

PURCHASES $25,000.00 to $49,999.99 (Level 1, 2, 3)

Requires signature from the City Manager or his/her designee. Additionally, if a Director delegates the approval authority to staff within their Department for a requisition or PCard purchase two authorization approvals are required. A Director approval is required at this level.

PURCHASING $50,000.00 or more (Level 1, 2, 3, 4)

Requires City Council approval and signature from the City Manager or his/her designee plus other levels.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 3: **DELEGATED AUTHORITY**

This section covers delegated authority for all Procurement related issues.

3.1 **CITY COUNCIL**

City Council, as required by Local Government Code, Chapter 252, must authorize:

A. All anticipated expenditures exceeding $50,000.

~~B.~~ All change orders greater than $50,000 ~~but not exceeding 25% of the original contract amount.~~

3.2 **CITY MANAGER**

The City Manager shall establish the rules and regulations for the purchase of all goods and services through this manual.

Delegated Authority – City Manager:

The City Manager, as authorized by City Council, may:

A. Authorize the purchase of all items less than $50,000.

B. Authorize non-budgeted items less than $50,000.

C. Execute all purchase orders under $50,000 and those over $50,000 that City Council has approved.

D. Execute all contracts and change orders under $50,000.

E. Execute all contracts and change orders over $50,000 that City Council has approved.

F. Execute change orders that have increased the contract by no more than 25%.

G. Execute change orders that have decreased the original contract.

3.3 **ASSISTANT CITY MANAGER – INTERNAL SERVICES**

The City Manager delegates to the Assistant City Manager for Internal Services (ACM-IS) the authority to procure all goods and services, dispose of all salvage, surplus, and seized property, execute contracts and agreements for all departments and administer the rules and regulations as established by all federal, state and local procurement laws.

Delegated Authority – Assistant City Manager for Internal Services

The ACM-IS, as authorized by the City Manager, may:

A. Authorize the purchase of items less than $50,000

B. Execute all purchase orders under $50,000 and those over $50,000 that City Council has approved.

C. Execute all Interlocal or Cooperative Purchasing agreements.

D. Purchase goods or services through an Interlocal Agreement or Cooperative Contract.

E. Execute all contracts and change orders under $50,000.

F. Execute all contracts and change orders over $50,000 that City Council has approved.

G. Execute change orders that have increased the contract by no more than 25%.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

H. Execute change orders that have decreased the original contract.

I. In concurrence with requesting department, reject all bids when in the City's best interest, and make a recommendation to the City Manager or City Council, as appropriate. Rejections over $50,000 require authorization by City Council.

J. Determine which method of Procurement provides the best value for the City.

K. Determine and implement the most appropriate method of disposal of salvage, surplus, and seized property in accordance with applicable laws.

L. Consult with the City Attorney for a review of all procurement-related issues.

M. Conduct procurement in a fair, open, inclusive, and transparent environment.

3.4 **PURCHASING DIRECTOR**

The Purchasing Director oversees all procurement requirements for goods and services and ensures all are in accordance with all federal, state, and local procurement laws. The Purchasing Director ensures all procurement activities are conducted with the highest ethical standards, open and fair competition, and protect public funds.

Delegated Authority – Purchasing Director:

The City Manager delegates to the Purchasing Director the authority to procure all goods and services, dispose of all salvage, surplus, and seized property, execute contracts and agreements for all departments and administer the rules and regulations as established by all federal, state, and local procurement laws.

The Purchasing Director, as authorized by the City Manager, may:

A. Authorize the purchase of items less than $50,000

B. Execute all purchase orders under $50,000 and those over $50,000 that the City Council has approved.

C. Execute all Interlocal or Cooperative Purchasing agreements.

D. Purchase goods or services through an Interlocal Agreement or Cooperative Contract.

E. Execute all contracts and change orders under $50,000.

F. Execute all contracts and change orders over $50,000 that City Council has approved.

G. Execute change orders that have increased the contract by no more than 25%.

H. Execute change orders that have decreased the original contract.

I. Reject any and all bids, in concurrence with requesting department, when in the City's best interest, and make recommendations to the City Manager or City Council, as appropriate. Rejections over $50,000 require authorization by City Council.

J. Determine which method of Procurement provides the best value for the City.

K. Determine and implement the most appropriate disposal method of salvage, surplus, and seized property in accordance with applicable laws.

L. Consult with the City Attorney for a review of all procurement-related issues.

M. Conduct procurement in a fair, open, inclusive, and transparent environment.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

3.5 DIRECTORS

Directors are responsible for ensuring procurement related activities are completed on a timely basis, within policy compliance, and for promoting conduct that fosters public confidence by:

A. Ensuring adequate funds are appropriated. A budget transfer request must be submitted before the expenditure is captured if appropriations are exceeded.

B. Manage, review, and approve department credit cards.

C. Ensure Historically Underutilized Business (HUB) participation in accordance with the provisions of Texas Local Government Code Chapter

D. Guard against misappropriation of City funds by safeguarding public funds and ensuring fair, open, and transparent processes by providing equal opportunities to all vendors.

3.6 DEPARTMENT STAFF

Delegated individuals within a department who have been properly trained may submit requisitions and manage PCard reconciliation in accordance with this manual.

3.7 FINANCE DEPARTMENT

The Finance Director, Budget Manager, and Purchasing Director are responsible for ensuring the proper expenditures of funds, both budgeted and unbudgeted, and verifying the availability of funds before making a recommendation to the City Council.

3.8 APPROVAL AUTHORITY

The following approval levels shall be utilized in all Procurement related matters.

A. The respective department Director or designee must approve all procurement card (PCard) transactions.

B. The approval requirement tiers are established on a monetary scale identified in the chart below.

Amount	Approval Requirements				
	Level 1	Level 2	Level 3	Level 3	Review and Issuance
Under $3,000	Authorized Staff				Purchasing
Over $3,000	Authorized Staff	Director			Purchasing
$25,000 +	Authorized Staff	Director	City Manager		Purchasing
$50,000 +	Authorized Staff	Director	City Manager	City Council	Purchasing

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 4: STATUTE

4.1 **POLICY BACKGROUND**

The procurement policy is based on Texas statutory provisions as found in the Texas Government Code, Texas Local Government Code, Texas Insurance Code, and Texas Labor Code, as amended. Although all such requirements apply to the policies and procedures outlined in this policy, selected statutes are provided herein for guidance, as follows:

4.2. **DEFINITIONS, Texas Local Government Code, §252.001**

Component Purchase is a purchase of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

High Technology procurement is the Procurement of equipment, goods, or services of a highly technical nature, including:

A. Data processing equipment and software and firmware used in conjunction with data processing equipment;

B. Telecommunications equipment and radio and microwave systems;

C. Electronic distributed control systems, including building energy management systems; and

D. Technical services related to those items.

Separate Purchases are purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases are purchases made over a period of items that in normal purchasing practices would be purchased in one purchase.

4.3 **BIDS THRESHOLD, Texas Local Government Code, §§ 252.021 and 252.0215**

Expenditures of more than $3,000, but less than $50,000, require the buyer to obtain a minimum of two quotes from Historically Underutilized Businesses (HUB) in Collin and Denton Counties.

A total of three quotes are required for all purchases over $3,000 and less than $50,000.

The City must competitively bid or request sealed proposals for any goods/services over $50,000.

4.4 **PAYMENTS, Texas Government Code, §§ 2251.021 through 2251.030**

A payment is overdue on the **31st day after the latter of**:

A. The date the governmental entity receives the goods under the contract; or

B. The date the performance of the service under the contract is completed; or

C. The date the governmental entity receives an invoice for the goods or service.

If goods or services are incomplete, staff must document any issues/shortages and notify the vendor in writing. **Payment is not made until the good or service is accepted.**

A. Interest on overdue payments accrues at the interest rate established by law.

B. Departments are encouraged to take advantage of prompt or early payment discounts.

Vendors / Contractors must pay subcontractor or supplier who supplies goods/services for which payment is made within ten (10) days after receipt of payment from the City.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

4.5 **CRIMINAL PENALTIES, Texas Local Government Code, §252.062**

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by subsection (a). An offense under this subsection is a Class B misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described in subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

4.6 **REMOVAL/INELIGIBILITY, Texas Local Government Code, §252.063**

The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) results in the immediate removal from office or employment of that person.

For four years after that date of the final conviction, the removed officer or employee is ineligible:

A. To be a candidate for or to be appointed or elected to a public office in this state;

B. To be employed by the municipality with which the person served when the offense occurred; and

C. To receive any compensation through a contract with that municipality.

4.7 **PUBLIC RECORDS**

Texas Government Code, Chapter 552 regarding bid documents and contracts will be followed.

The City will not release copies of submitted bids or bid evaluations until after the contract has been awarded in accordance with §552.104 of the Texas Government Code. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act, including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 5: ETHICS

It is the policy of the City of Celina that the following ethical principles govern the conduct of all employees involved, directly or indirectly, in the City's procurement process.

5.1 **DEFINITIONS**

Vendor is defined as person or business who enters or seeks to enter into a contract with the City.

~~Local Government officer means City Council, City Manager, Director, Superintendent, or an agent that exercises discretion in planning, recommending, selecting or contracting of a vendor.~~

Family Member means a person related to another person within the first degree.

Family Relationship is a relationship between a person and another person within the third degree.

Gift means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest.

5.2 **PROCUREMENT CODE OF ETHICS**

A special responsibility is imposed on all City of Celina employees entrusted with allocating City funds. Employees are held to the highest degree of integrity in government procurement to secure the best financial results and comply with the procurement process.

Employees involved in procurement and procurement-related functions must remain independent, free of obligation or suspicion, and entirely fair and impartial. Credibility and public confidence are vital throughout the purchasing process. Any erosion of honesty, integrity, or openness tends to be more injurious to purchasing than most other public programs. The shadow of doubt can be as harmful as the conduct itself. It is with this in mind that the following procedures are set forth. Every person employed by the City of Celina and performing public purchasing and purchasing-related functions shall abide by this code of ethics.

~~5.3 PERCEPTION~~

A. Strive to continually increase competition in supplier selection and endeavor to prevent any collusive activities among suppliers. Avoid soliciting or accepting money, loans, credits and acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence supply management decisions.

B. Handle confidential or proprietary information with due care and proper consideration. Receive consent of originator of confidential information or proprietary ideas and designs before using them for competitive purchasing purposes.

C. Treat supplies equitably, without preference or discrimination, and without imposing unnecessary constraints on the competitive market.

D. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications with vendors.

E. ~~Avoid~~ Discourage business relationships with personal friends and relatives. Request a reassignment of responsibility if the situation occurs.

F. ~~Avoid~~ Refrain from holding business meetings with suppliers outside the office. If such a

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

meeting is necessary, carefully choose the location so there will be no perception by others in the business community or your peers of impropriety.

~~5.4 RESPONSIBILITY TO YOUR EMPLOYER~~

G. Adhere to lawful instructions, using reasonable care, and only granted authority.

H. Refrain from conducting any private business or professional activity that would result in a conflict of interest between the employee and employer.

5.~~5~~3 **NO EMPLOYEE INTEREST IN EXISTING CONTRACT:**

Employees may not have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase (materials & supplies), work, sale, or service to, for, with, or by the City.

A. An employee may request an exception by submitting a conflict of interest form to the City Manager. After consulting with Human Resources and the City Attorney, the City Manager may waive this requirement and grant an exception.

B. Use of City employment, authority, or influence for personal betterment, financial or otherwise, is prohibited.

5.~~6~~4 **CONFLICT OF INTEREST**

City employees and officials must become familiar with the requirements in Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers; and Texas Local Government Code Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities; and the penalties provided therein.

If a conflict exists, the employee shall notify the Procurement Director in writing and remove himself or herself from the City procurement process.

5.~~7~~5 **GRATUITIES (GIFTS AND ENTERTAINMENT)**

Employees shall not solicit or accept money, loans, gifts, favors or anything of value from ~~present~~ current or potential vendors/contractors that might influence or appear to influence a purchasing decision or the City procurement process. If anyone is in doubt about whether a specific transaction complies with the policy, the person should disclose the transaction to the Procurement Director for a determination of compliance.

A. The purpose of the policy governing gifts to public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift and prevent criminal conduct per City policy.

B. No officer or employee of the City shall accept, directly or indirectly any gifts, privilege or employment from any corporation, business or entity enjoying business from the City. The City recognizes that food items may be received from citizens and vendors as a thank you for service during holiday time and on other occasions. Such offerings, including gift donations, are permissible and should be made for the enjoyment of everyone as available in that particular department, division, or work site.

C. Items that are not consumable on the premises shall be returned, donated to a City program, or community organization or used as a door prize at a City event.

D. This policy is not intended to prohibit the employee or department from accepting discounted values when carrying out departmental (non-personal) business or accepting courtesy is generally extended to business or governmental organizations within reason.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

E. Employees can attend events and sponsored events from citizens and vendors at the discretion of the employee's supervisor.

F. The City as a whole may accept consumable products as stated in item C above, if the items are provided by a vendor that is not currently under evaluation through a procurement process.

G. Gift v

H. Questions regarding acceptance of gifts should be channeled through the Purchasing Director.

~~Employees of the City must:~~

~~A. Adhere to Chapter 176 of the Local Government Code.~~

~~B. Refrain from soliciting or accepting gifts of any kind from vendors or entities, actual or potential;~~

~~C. Never provide special favors or privileges to anyone, either as payment or under any other circumstance;~~

~~D. Never accept for self, friends, or family any favors or benefits which might be construed as influencing the performance of duties;~~

5.8 **SUPPLIER/VENDOR RELATIONS**

Employees of the City must:

A. Promote positive vendor relations through courtesy and impartiality in all phases of the procurement process;

B. Handle confidential or proprietary information belonging to the City, fellow employees, or vendors with care and proper consideration of ethical and legal ramifications and governmental regulations;

C. Never use information gained confidentially in the performance of duties for profit;

D. Exhibit a friendly, cooperative, and yet objective relationship with all suppliers; this will help avoid the appearance of partiality in business dealings; and

E. Actively strive to comply with City policies and federal and state laws regarding purchases from small businesses and those owned by minorities and other disadvantaged groups.

City employees must discharge their duties impartially to ensure suppliers have fair and competitive access to government procurement. City employees must conduct themselves in such a manner as to foster public confidence in the integrity of the City of Celina procurement opportunities. Each employee must report any potential violations to the proper authorities.

Commented [CK1]: Is this missing information?

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 6: ENVIRONMENTAL

6.1 PURPOSE

The purpose of this policy is to establish a guide and encourage the purchase and use of materials, products, and services that support the purchase of recycled and environmentally preferred products to minimize the City's environmental impact.

6.2 DEFINITIONS

Environmental Purchasing is defined as the Procurement of goods and services that have ecological and social impacts than competing products and services. The Purchasing Manager shall encourage the use of durable goods and reusable goods containing the maximum post-consumer waste and recyclable content without affecting the intended use. Environmental factors to be considered may include recycled content, pollutant, releases, waste generation, energy consumption, depletion of natural resources, and potential impact on human health and the environment.

Recycled Products are manufactured with waste material recovered or diverted from the waste stream. Recycled materials may be derived from post-consumer waste, industrial scrap, manufacturing waste, or other waste that would not have been utilized.

Cooperative Purchasing allows organizations to combine their purchasing power to negotiate better prices and reduce purchasing costs of a formal bid process.

Environmentally Preferable Products or Services are products and services with a reduced effect on human health, resources, and the environment compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product or service.

Life Cycle Assessment is the comprehensive examination of a product's environmental impacts throughout its lifetime.

Post-Consumer Recycled Content is the percentage of a product made from materials and by-products recovered or diverted from the solid waste stream after having completed their usefulness as consumer items and used in place of raw or virgin material. Post-consumer content includes materials such as paper, glass or plastic bottles, and cans collected for recycling.

Pre-Consumer Recycled Content is the percentage of products made from materials by-products diverted from the solid waste stream during the manufacturing process. Pre-consumer materials exclude reutilization of the material such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that developed it, such as wood chips, trimmed printed materials, and overruns and obsolete inventories.

A. Practicable means sufficient in performance and available at a reasonable cost.

B. Performance means the ability of a product or service to accomplish or contribute to achieving a job or task.

C. Solid Waste is defined in federal statute USEPA 40 CFR 261.2 at www.ecrf.gov.

6.3 POLICY

The City shall attempt to purchase and use materials, products, and economically responsible services that support economic, environmental, and social goals or reduce resource consumption and waste.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Nothing in this policy shall be construed as requiring the purchase of a product that does not perform adequately or are not available at a reasonable cost.

This policy identifies the following economic, environmental, and social factors that may be incorporated into the specifications and used as part of the best value criteria.

Environmental Factors:

Pollutant Releases	Greenhouse Gas Emissions
Energy Consumption	Depletion of Natural Resources
Waste Generation	Recycled, Recyclable Content
General Impact on the Environment	

Economic Factors:

Best Value	Leveraging Our Buying Power
Staff Time and Labor	Technological Advances

Social Factors:

Health and Safety	End of Life Disposal
Use of Locally Produced Products	Minimization of Transportation

6.4 RESPONSIBILITIES

Purchasing is responsible for:

A. Designating products, processes, and procedures to be evaluated by departments. Maintain a list of acceptable options.
B. Provide technical assistance in policy implementation.
C. Monitor and revise procedures as necessary.
D. Research and communicate environmentally preferable products to departments for evaluation.
E. Collect data on recycled and other environmentally preferable products.

Departments are responsible for:

A. Identify key personnel to evaluate products when feasible.
B. Monitor and report to Procurement the success or failure of all designated products.
C. Evaluate and assess current policies and practices for opportunities to incorporate environmentally preferred products.
D. Be familiar with third-party certification organizations such as Energy Star and Green Seal.

Contractors/Suppliers are responsible for understanding all environmental specifications while working on City projects and all Federal, State, and local laws.

Contractors and Suppliers shall:

AIR EMISSIONS

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

DRAINAGE

- Do not pump or dump water containing contaminated materials into waterways, sewers, or drainage systems.

DUST CONTROL

- Keep public roadways clean and free of mud unless closed to through traffic per authorized traffic control plans.
- Install a mud mat at the construction access site.

ENERGY CONSUMPTION

- Use energy-efficient equipment and work practices (turn off lights and equipment when not in use) when working on City projects.

EROSION & SEDIMENTATION CONTROL

- Ensure work near water and environmentally sensitive areas follow all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures when required by the specification.

SPILL PREVENTION

- All spills must be reported immediately and proper reporting to all required agencies, including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

WASTE MANAGEMENT

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle” principles when working on City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- Contractors shall dispose of waste using Federal, State, and Local laws and regulations.

MANAGEMENT OF CHEMICALS

- Hazardous materials brought to and removed from a worksite shall be managed in accordance with all Federal, State, and local laws & regulations.
- All containers must be appropriately labeled.
- All paint is low-odor and low volatile organic compounds (VOC).
- Material Safety Data Sheets (MSDS) must be maintained onsite.

NOISE

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 7: GRANTS

7.1 POLICY

This policy establishes the responsibility for ensuring compliance and provides a review process that shall be completed before signing any grant or award document and accepting said grant or award.

7.2 IDENTIFICATION AND APPLICATION

Departments seeking grants must provide advance notice in writing to Finance. This ensures that those affected can review and understand grant requirements, including Budget, Procurement, and auditors.

A. Submit grant requirements to Finance before application submittal.

B. Submit copies of all award documents, applications, and funding agreements to Procurement and Finance before bidding.

C. If federal grant, comply with federal general procurement standards in 2 ~~5~~ CFR § 200.318

1. The City (Non-Federal entity) must use its own documented procurement procedures, which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
2. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Conflict of Interest: No employee, officer, or agent may participate in selecting, awarding, or administering a contract supported by a Federal award if they have an actual, apparent conflict of interest. A conflict of interest arises when the employee, officer, agent, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated, has a financial or other interest or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Commented [CK2]: This is not the complete list o ral requirements in 2 CFR sec 200.318.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 8: MISCELLANEOUS GUIDELINES

8.1 **BID PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Director within five (5) working days following the opening of bids. This includes all protests relating to advertising, deadlines, bid opening, and other related procedures under the Texas Local Government Code and protests relating to alleged improprieties or ambiguities in the specifications.

8.2 **DEBRIEFING**

Debriefings and requests for information shall be in accordance with Texas Government Code, §552 Texas Public Information Act.

Discussion of competing proposals is prohibited.

8.3 **CHECK REQUEST, PURCHASE ORDER EXCEPTION**

Check requests may be used for the following purchase types and do not require a purchase order:

A. Refunds: Include the reason for the request and attach documentation indicating the person or organization's name; date of original purchase, contract date, class date; and reason for refund.

B. Contract Labor: Include the reason for the request and attach documentation, including a copy of the employment contract for a one-time payment or instructors. Submit proper documentation, such as a copy of the instructor contract.

C. Land/Development: Include agreement and reason for the request.

D. Reimbursements: Include a copy of the detailed invoice or receipt. This does not include travel reimbursements.

E. Other exceptions must be approved by the Finance Director and Purchasing Director.

8.4 **INFORMATION TECHNOLOGY PURCHASES**

All technology purchases, including software, hardware, copier, and printers, must be approved by the Information Technology Department to ensure security controls are met.

8.5 **NEW VENDORS**

All new vendors are required to submit a completed vendor packet.

8.6 **DISCRIMINATION**

It is the policy of the City of Celina to afford all suppliers an equal opportunity to bid on any contract.

This policy prohibits discrimination against any person because of race, color, sex, religious affiliation, age, disability, or national origin, in the award or performance of any contract.

The policy requires its officers, employees, agents, and sub-contractors to adhere to this policy.

8.7 **PLACING ORDERS**

Funds must be available and in the proper account before submission of requisition and before use of a purchasing card.

8.8 **QUOTES - FREIGHT CHARGES AND FEES**

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Include freight costs and fees in the total price when obtaining quotes. Freight and fees must be considered in determining the award.

All freight should be requested as FOB Destination (delivery address) freight pre-paid and allowed.

8.9 **PURCHASING ORDERS**

Purchase orders are required before placing the order and sent to the vendor when the order is placed.

A purchase order is required for any purchase not made on a City-issued credit card.

In extenuating circumstances, a purchase order may not be required. All exceptions will be reviewed and approved by both the Finance Director and the Purchasing Director.

8.10 **INVOICES**

All invoices must be submitted to Accounts Payable within five days of receipt and include the following information included.

A. Receiving information (received in full / received partial)

B. Signature of department representative

C. PO Number

The authorized purchaser is responsible for verifying that all materials/services are received in working order and meet specifications. Once materials/services are received and verified as correct, indicate receipt of materials on the invoice by noting "received in full" or "received partial" for each line item on the Purchase Order**.**

A. Notify the vendor immediately if the quantity received does not agree with the vendor's packing slip or the material does not conform to specification.

8.11 **REVOLVING CREDIT ACCOUNTS**

Credit accounts are available for the end user's use; however, they may only be opened or closed by Finance or Procurement.

8.12 **SALES TAX EXEMPTION**

The City is exempt from sales, excise, and use taxes under Texas Tax Code, § 151.309. End users are responsible for ensuring tax is not paid.

The City is NOT exempt from sales tax for food, lodging, or transportation-related purchases during travel.

8.13 **TIE BIDS**

If all factors and conditions relating to the bids are equal, the tie bid will be awarded to the local vendor. If the vendors are not local, then a coin toss will be conducted by Purchasing with at least one witness.

The Local Preference Policy will be used for tie bids involving the selection of a local vendor.

8.14 **VENDOR PERFORMANCE**

The City does not have centralized receiving. Departments are responsible for receiving of goods and services. Departments must document in writing items such as shortages, late delivery, or damaged merchandise. Vendor performance should be ~~in writing and~~ submitted to Procurement.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

~~Document project status, current issues, and potential issues.~~

8.15 **NON-PERFORMING VENDORS**

When a vendor fails to perform according to the Agreement (Purchase Order, Annual Agreement, Contract, and/or Specification), the Department Director or designee will:

A. Document the issues in writing to the vendor and to Purchasing.

B. Schedule a meeting to discuss the issues.

C. Document the resolution to the issue, as agreed upon by the department and the vendor. Documentation shall be in writing, signed by the department and the vendor, and a copy forwarded to Purchasing.

If a vendor's performance remains non-compliant or otherwise unsatisfactory, the using department will notify Procurement which will attempt to facilitate a resolution. If Procurement cannot resolve the issue, the Purchasing Director and the Department Director will make a joint determination to cancel the contract in accordance with the terms and conditions of the agreement.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 9: BONDS AND INDEMNIFICATION

9.1 **DEFINITIONS**

Public Work means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

Bid Bond is a deposit required of bidders to protect the City if a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City.

Payment Bond ensures the protection of those performing work, such as subcontractors or suppliers to the prime or general contractor.

Performance Bond ensures the prime or general contractor will perform the work contracted.

9.2 **GENERAL REQUIREMENTS**

Bonds will be required for all Public Works Contracts ~~in accordance with Texas Government Code, §2269.~~

a. The City will only accept corporate sureties duly qualified and authorized.

b. Payment, Performance, and Maintenance bonds must be written as the "penal sum."

A. Personal sureties will not be accepted.

B. All required bonds must be received and approved before work begins.

a. The City may require bonding on other projects to mitigate risk.

b. The City of Celina requires payment, performance, and maintenance bonds to be provided on City-approved forms.

9.3 **BID BONDS**

A. Bid Bond minimum limit is five percent (5%) of the bid total.
B. Bid Bonds are optional for non-construction.
C. Personal, certified, or cashier's checks will NOT be accepted in place of a Bid Bond.
D. Bid Bonds must be provided on approved surety forms.
E. Bid Bonds will be retained for ten days from the award and may be returned to the issuing vendor upon request. ~~Bond must be requested within ten days of award.~~

9.4 **BOND AMOUNTS** *Texas Government Code § 2253.021*

Payment Bonds are required for Public Works Contracts over fifty thousand dollars ($50,000) and must be written for one hundred percent (100%) of the total bid price.

Performance Bonds are required for Public Works Contracts over one hundred thousand dollars ($100,000), and they must be written for one hundred percent (100%) of the total bid price.

Maintenance Bonds can be written for a term and amount relevant to the project. The coverage, provided by a Maintenance Bond, guarantees against defective workmanship and materials.

9.5 **INDEMNIFICATION POLICY**

Contractors performing work on City property or public right-of-way shall provide indemnification and certificates of insurance or a copy of their insurance policy(s), including a copy of the

Commented [CK3]: Maintenance Bond is not def
Section 9.1. Is it supposed to be?

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

endorsements. The required language is inserted in solicitation documents by the Purchasing Division or owner of the specifications.

Contractual agreements must contain a provision that transfers the risk of the project from the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Workers' Compensation Insurance – Contractors and subcontractors hired for building and construction projects must provide Workers' Compensation Insurance for their employees regardless of the project's cost, unless exempt by Statute. Texas Labor Code, § 406.096.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 10: CONTRACTS

10.1 **DEFINITIONS**

Contract is a written, legally binding document or obligation.

Purchase Order is an official written document issued by a buyer, which is a commitment to pay the seller (vendor) for the products ordered. The process ensures purchases are approved and within budget. A Purchase Order or Contract is required when insurance and indemnification are needed.

Annual contract is a contract for goods or services in which pricing is locked for a specific period of time.

10.2 **CONTRACTS**

Purchasing items from a vendor other than the vendor awarded vendor is a violation of the purchasing policy. An exception may be granted due to extenuating circumstances and must be approved in writing by the Purchasing Director.

All purchases greater than $50,000 must include a standard contract, insurance, bonds (if needed), and a purchase order.

Non-Standard Contracts require City Attorney Review.

10.3 **CONTRACT MANAGEMENT**

Contract management shall be used by all departments to manage all City-related contracts. Failure to manage and control changes can result in an unintentional attempted modification to the scope of work, the extension of the schedule, an increase in the contract cost, circumvention of management controls, and diminished contractor accountability.

Purchasing Responsibility

Purchasing will be responsible for setting up all contracts that are issued through an informal or formal solicitation. The following documents will be added to the electronic file.

Insurance	Notice to Proceed	Bid Related Documents
Contract	Correspondence	General Terms & Conditions
Change Orders		

Staff Responsibility

Staff will be responsible for uploading and maintaining post award construction documents in Procore. This includes but is not limited to:

Monitoring	Meetings Minutes/Notes	Correspondence
Reporting	Request for Payments	Inspection /Testing
Acceptance	Site Visit Schedules	Change Orders
Lien Releases	Bond changes	Correspondence

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 11: SURPLUS PROPERTY

Commented [CK4]: This section does not appear comply with Section 1.07.002 of the Code of Ordina

11.1 PURPOSE

The purpose of the policy is to ensure disposal of City-owned property is completed in a consistent manner throughout the organization.

11.2 DEFINITIONS

Disposal means the sale, trade, donation, or destruction of surplus property or equipment.

Item means surplus or obsolete movable assets such as vehicles and equipment, materials, and unclaimed property.

Surplus means all supplies, assets, materials, and unclaimed property that are either obsolete at the end of their life cycle or no longer required by operations.

Obsolete – lack of functional use or out of date.

11.3 GENERAL

There are multiple formats for the disposal process. These include auction, transfer, trade-in, recycling, and destruction. All methods require written approval.

A. All fixed assets and capital equipment must be disposed of through Procurement. Departments should complete the required disposition form prior to submitting it to Procurement. The current capital / fixed asset amount is $5,000.00.

B. Any item that is still operable and has a potential value shall be auctioned or traded during the replacement processor as they become obsolete.

C. Scrap Metal – Staff, shall obtain, from Procurement, a letter of authorization to recycle specific items. Funds received for the recycling must be submitted to Finance and deposited. Written receipts from the recycling center must be provided with the payment.

D. Disposition and transfer forms are available from Finance or on the City website.

11.4 PERSONAL USE PROHIBITIONS AND PERMISSIONS

City employees may purchase items from City issued (electronic) third-party auctions.

11.5 PURCHASE OF CITY EQUIPMENT NOT SOLD THROUGH AUCTION.

Used “disposable” equipment such as cell phones and other electronic equipment may be sold to an employee when available and approved by the IT Director at a cost equal to the current fair market value. Equipment must be close to or eligible for replacement.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 12: PUBLIC WORKS/CIP PROJECTS

12.1 **DEFINITION**

Public Work are those projects that require the construction, repair, or renovation of a structure, building, street, highway, bridge, park, water, and wastewater distribution facility, airport runway or taxiway, drainage project, or other improvement or addition to real property.

12.2 **LEGAL NOTICE**

All construction projects will be advertised and posted in accordance with Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 2269.

12.3 **PREVAILING WAGE RATES**

Texas Government Code Chapter 2258 mandates that any Public Work contract awarded by the City include the requirement to pay prevailing wage rates. The statute requires the payment of a prevailing wage rate for laborers and mechanics and applies to both contractors and subcontractors. Wages for workers on construction projects shall not be paid less than the schedule of general prevailing rates of per diem wages as mandated.

The City has adopted the U.S. Department of Labor's Wage Determinations for Collin County and Denton Counties for use in all Public Works projects. Current determinations will be used at the time of bid issuance and may be accessed at: http://www.wdol.gov/dba.aspx.

The prevailing wage rate or a link to the wage rates with the date shall be included in public works projects.

12.4 **BONDING REQUIREMENTS**

Bonds shall be in accordance with Texas Government Code Chapter 2253. Contracts for a public work contract must include the provisions for a payment bond if the contract is over $50,000 and a performance bond if the contract exceeds $100,000.

12.5 **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

Minimum insurance requirements for construction projects must be included in the specification.

For construction-related projects, all contractors and sub-contractors, including those delivering equipment or materials or performing a service, shall provide workers' compensation for all employees.

General contractors are responsible for ensuring that sub-contractors carry the same or higher insurance amounts as those required.

All contractors shall provide proof of coverage satisfactory to the City. Texas Labor Code § 406.096

Contractors shall post required signs at job site(s) informing all workers of their right to workers' compensation coverage.

12.6 **AWARD OF CONTRACT/AGENDA ITEM**

The Purchasing Department will conduct an initial review of the submittals to ensure they meet the minimum requirements stated in the specifications. Submittals are then forwarded to the requesting department(s) for their review and evaluation.

Using department(s) will provide a written recommendation to Purchasing. Purchasing will prepare the agenda.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

~~A. Purchasing will conduct an initial review of all submittals.~~

~~B. Staff will review and prepare a recommendation for award.~~

~~C. Purchasing will prepare the agenda.~~

~~D. Contracts will be processed by Purchasing and added to the contract management software~~

12.7 **CHANGE ORDERS**

A change order is the written documentation and approval process that must be performed when changes in the scope of a project are proposed after the performance of a contract has begun. Such changes may include a significant difference in the quantity of work to be performed, the cost of work to be performed, or the materials, equipment, or supplies to be furnished.

~~A. **Change Orders Greater than $50,000** – If the change order is greater than $50,000, it must be approved by the City Council.~~

~~B. **Change Orders Less than $50,000** – If the change order is less than $50,000, it may be approved by the City Manager or designee.~~

~~C. The original contract price may not be increased or decreased without the consent of the contractor.~~

~~D. The original contract price may not be increased by more than 25%.~~

~~E. Change order forms must be used to document each change.~~

~~F. Change orders shall be listed in numerical sequence on the Purchase Order.~~

12.8 **APPROVAL FOR CHANGE ORDERS**

All change orders must be presented to Purchasing and approved in writing prior to work beginning.

12.9 **CONTINGENCY FUNDS**

The City Council may establish a contingency fund for a construction project at the time of award to be used during the course of a project. A contingency fund may be established at any dollar amount above the bid award, provided that it is reasonable and prudent.

A. All projects may ~~will~~ include a 10% contingency when budgeting.

B. Contingency funds are used to fund change orders that occur during construction.

12.9 **BID TIME**

Bid time shall be standard for all construction at twenty-one (21) days.

Exceptions may be granted when needed. Exceptions will follow statute requirements of fourteen (14) days.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 13: PROFESSIONAL SERVICES

13.1 **PURPOSE OF POLICY**

The following policies are designed to assist the City's staff in selecting individuals or firms to perform professional services. The desire is to establish fairness and consistency in the selection process while obtaining the best value (quality services at a reasonable price) for the City in accordance with applicable legal requirements.

Departments must seek proposals or qualifications for professional services at least every five years to help ensure the greatest and fairest competition in the selection of professional services by the City of Celina.

13.2 **PROFESSIONAL SERVICES**

Professional services generally refer to those services performed by an individual or group of individuals where education, degrees, certification, license, and/or registration are required for qualification to perform the service. The term "professional services" includes labor and skill that is predominantly mental or intellectual, rather than physical or manual, in nature. (See Texas Attorney General Opinion No. JM-940, at p. 3 (1988)).

Certain professions are specifically named in the Professional Services Procurement Act (ACT), Texas Government Code Chapter 2254, Subchapter A. This includes services within the scope of the practice, as defined by state law, of:

Accounting	Architecture	Landscape Architecture
Land Surveying	Medicine	Professional Engineering
Optometry	Real Estate Appraisal	Professional Nursing

Interior Design

If a department is not sure if a service is a "professional service," the department should contact the Purchasing Director before securing such services.

13.3 **PERSONAL SERVICES**

Personal service is defined as a service that is performed by an individual. The service must be performed by the individual named in the contract. (Attorney general JM-890 and JM 486)

13.4 **PLANNING SERVICES**

Planning services are defined as services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the municipality 252.001 (5)

13.5 **PROCUREMENT OF ARCHITECTURAL, ENGINEERING, OR LAND SURVEYING SERVICES**

When procuring architectural, engineering, or land surveying services, the City shall use a two-step selection process (see Texas Government Code § 2254.004):

A. First, the City shall select, through the RFQ process, the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

B. Second, attempt to negotiate with that provider a contract at a fair and reasonable price. Negotiations will be facilitated by Purchasing as the lead for a team of stakeholders.

C. If the City is unable to negotiate a satisfactory contract with the most highly qualified provider of architectural, engineering, or land surveying services:

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

1. First, the City shall formally end negotiations with the selected provider.
2. Second, select the next most highly qualified provider.
3. Third, attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process until a contract is entered into.
4. A purchase order must be issued upon award of the contract.

13.6 **FEES ESTIMATED TO BE UNDER $100,000 ~~$50,000~~ PER YEAR**

Departments may utilize the vendors authorized under current master service agreements (MSA) or an informal RFQ process. Staff shall submit a memo identifying the following:

A. Scope of work;
B. Qualifications and experience requirements;
C. Project description and deliverables;
D. Time line for performance;
E. Budget information; and
F. Suggested professional and rationale for determining qualifications based selection.

~~Projects in that The Purchasing Director may solicit proposals from qualified professionals. Proposals will be ranked based on the demonstrated competence and qualifications of the individual or company. Negotiations may be entered into with the most highly qualified according to rank. Selection will follow the procedures established by the Professional Services Procurement Act.~~

Items over $50,000 will be presented to City Council for approval.

A Purchase Order is required.

13.7 **FEES ESTIMATED TO BE $100,000 ~~$50,000~~ OR GREATER PER YEAR**

Departments may utilize current MSA when available. If an MSA is not available, a solicitation process will be issued and conform to Government Code Chapter 2254.

The solicitation process will be managed by the Purchasing Department.

The process shall contain sufficient information to inform potential professional service vendors about the type of project, scope of services to be performed, the selection criteria to be used, and weighting assigned to each of the criteria.

After the evaluation of submitted requests for proposal, it may be necessary (as determined by the Purchasing Director) to interview several of the firms and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations. Negotiations will be facilitated by the Purchasing Department.

When negotiations are concluded, a recommendation will be made to City Council and a Purchase Order is required.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 14: EMERGENCY PROCUREMENT

14.1 **EMERGENCY PURCHASES**

An emergency condition creates an immediate and serious need for materials, services, or construction that cannot be met through normal procurement methods and that seriously threatens the functioning of the City or the protection of property, or the health or safety of any person.

Emergency purchases are for critical, unforeseen government needs. Because the City's ability to serve the public would be impaired if purchases are not made immediately, emergency purchases are exempt from standard procurement procedures.

True emergencies almost always occur as a result of parts and labor needed for unforeseen repairs to equipment that must be kept operational. When an emergency occurs, the need for quotes will be eliminated; however, a written explanation must be indicated on the Statement of Compliance for Irregular Purchases.

A. If the product or service is over $3,000 and under $50,000, obtain the City Manager's authorization. Once authorization has been received, submit a requisition, obtain a purchase order, call the vendor to initiate repair services, or order the needed materials. Immediately or as soon as feasible, submit a copy of the invoice, delivery ticket, and the irregular purchase form to Purchasing.

B. In the event, the emergency expenditure exceeds $50,000, follow the same procedures outlined in item A above, and prepare an agenda item and/or resolution for City Council approval prior to payment for the products or services purchased.

C. In extreme cases involving a disaster, an emergency declaration will be made. All purchases must be documented through proper state and federal forms and authorized by the Emergency Operations Center designated employee(s). Refer to the Disaster Procurement Policy in the next section.

D. An emergency created through neglect will not be processed as an emergency.

Typical examples of such neglect are:

1. Depletion of stock due to lack of planning.
2. Building or equipment needing repairs for some time suddenly becomes an emergency overnight.
3. Orders of materials for projects, most of which must be planned weeks or months ahead of time and requested just before desired use.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 15: DISASTER PROCUREMENT

15.1 **PURPOSE**

This policy modifies the City of Celina's normal procurement practices to assure that, in both emergency and exigent circumstances caused by a proclaimed disaster or emergency, the City of Celina is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City purchases comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2CFR Part 200)

15.2 **DEFINITIONS:**

For the purposes of this policy, a proclaimed disaster or emergency exists if:

A. The Governor has declared a state of emergency for an area that includes the geographic territory of the City of Celina, or

B. The Chief Executive Officer (Mayor, City Manager) of the City of Celina has declared an emergency in the City.

Exigent circumstances are situations in which:

A. A disaster or emergency has been proclaimed, and

B. The public exigency for goods and services required to address an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

Emergency Operations Center (EOC) is the centralized location of emergency response and recovery support operations during incidents.

Emergency Management Coordinator (EMC) is the employee delegated by the City Manager.

Commented [CK5]: Section 418.1015 of the Texa Code authorizes the Mayor to designate a person to as the emergency management coordinator.

15.3 **DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES**

Delegation - If the City Manager determines that goods and services must be procured before the City Council is able to assemble and approve purchases, the City Manager has the authority, subject to the limitation set forth in subparagraphs 15.3 B and 15.3 C, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

Limits of Single Purchase Authority - The City Manager or designee shall have the authority to make individual purchases up to $10,000 on his or her signature alone. The City Manager shall have the authority to make purchases above $10,000 up to a maximum of $250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by another council member.

Limits of Aggregate Purchase Authority - The City Manager or designee shall have the authority to make aggregate purchases up to $10,000 on their signature alone. The City Manager shall have the authority to make purchases in excess of $10,000 up to a maximum of $250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by another council member.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

15.4 **DELEGATION OF AUTHORITY**

Sub-Delegation to the Emergency Management Coordinator: The Emergency Management Coordinator shall be a designee of the City Manager at any time that the City Manager is not available to approve purchases as allowed in this section.

Sub-Delegation of Purchasing Authority: If neither the City Manager nor the Emergency Management Coordinator is available, the following department heads have the authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of $10,000.

Department Heads include:

- Assistant City Manager
- Purchasing Director
- Police Chief
- Fire Chief
- Assistant Fire Chief
- Public Works Director

Administrative Procedures:

A. As soon as possible, after purchases are made under this section 3, the City Manager, Emergency Management Coordinator, or department head shall submit to the Purchasing Director a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.

B. The Purchasing Director will inform the City Manager and City Council of any individual purchase under this section with a contract amount greater than $10,000 and also whenever the aggregate of purchases under this section is greater than $250,000.

C. Purchasing staff will obtain the City Manager's (or Emergency Management Coordinator as the City Manager's designee) approval prior to any purchase by a department head if the amount is $10,000 or more.

D. If the City Manager/Emergency Management Coordinator is unavailable, and the delay in getting his/her signature would imperil life, safety, or improved property, the department heads as listed in 15.4 B above may approve the emergency purchase of $10,000 or more.

E. The Purchasing Director shall have the authority to approve all disaster-related purchases under $250,000.

F. The Purchasing Director will expedite the verification of funds available and complete the preparation of the purchase order.

15.5 **PROCUREMENT PROCEDURES IN EXIGENT CIRCUMSTANCES**

Upon receipt of requisitions under Section 3, the Purchasing Director shall prepare purchase orders for the emergency equipment, supplies, services, or other items in accordance with the requirements of this section.

A. Exempt Purchases are those less than $250,000 and do not require a formal bid.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

B. Purchases greater than $250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager, Purchasing Director, and/or Department Head are required.

Justification of Sole Source or No-bid Contracts, where exigent circumstances require immediate Procurement from the nearest available source,

A. The Purchasing Director shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."

B. Procurement should be limited to that portion of the work that must be performed immediately, allowing subsequent Procurement by competitive proposals of the remainder of the work.

C. "Sole source" or "no-bid" acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, Procurement of a scarce commodity, goods, or services or purchase or rental of emergency equipment, emergency consulting services, emergency road clearance or other emergency requirements.

Provision for Alternate Bid Solicitation Procedures: The City's normal requirements for sealed bids shall not apply to acquisitions under this section. However, the Purchasing Director shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers in lieu of written and/or sealed bids in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

Locations of Postings for Request for Proposals or Invitation to Bids: The Purchasing Director may waive standard requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the City's designated Emergency Operations Center.

Length of Time for Posting Requests: The Purchasing Director may shorten the normal bid period from fourteen days to expedite the award of contracts for emergency equipment, goods, or services. The Procurement Officer should seek to ensure that the shortened bid period allows multiple suppliers to submit bids.

Number of Bids Required: Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or disaster in the Jurisdiction. All such no-bids must be documented as to time, date, and person/company contacted, with a reason for no-bid, if possible.

15.5 **NOTIFICATION AND RATIFICATION**

Posting of Contracts and Awards – Under this section, all contracts awarded that exceed $50,000 shall be presented to City Council for ratification and publicly posted within sixty (60) days.

Authority to Cancel Emergency Procurements: The City has the absolute authority to rescind a contract for non-performance within 24 hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

A. Notification Requirement for Emergency Purchases: For any purchase in excess of $50,000, the Purchasing Manager shall report all such purchases to City Council within thirty (30) days of the onset of the disaster.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

B. Requirement for Separate Invoicing: All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services, or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.

C. Auditing of Invoices for Debris Clearance Prior to Payment: All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement before the award of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

D. Limitations of Disaster Purchasing Policy: For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing provisions.

E. Notwithstanding the terms of this policy, nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 16: SOLE SOURCE PROCUREMENT

16.1 **SOLE SOURCE PURCHASES**

Sole source purchases are goods and services available from only one supplier due to patents, copyrights, or territorial distribution. Examples include:

Patented products	Monopolized items
Rare books	Captive replacement parts

Components for equipment and software with exclusive distribution rights.

A. Items that are only available from one manufacturer are not a sole source if the items can be purchased from distributors. Similarly, books available from multiple sources are not sole source.

B. Regulated or natural monopolies such as utilities, gravel from the only pit in the area.

C. Replacement components

B. Staff is responsible for obtaining and retaining documentation from the vendor that clearly states why the purchase must be made on a "sole source" basis.

16.2 **WRITTEN JUSTIFICATION**

All sole source purchases require written justification in the form of an affidavit which must be completed by the vendor and notarized. This form must be submitted to and approved by Purchasing prior to the purchase being made.

16.3 **NOTICE OF INTENT TO AWARD A SOLE SOURCE PROCUREMENT**

All purchases in excess of $50,000 shall be made in conjunction with the Purchasing Director. These items may be posted as a notice of intent to purchase a sole source item in the eProcurement system for public review.

If responses received indicates the item is not a sole source purchase and competition exists, a solicitation will be issued.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 17: COOPERATIVE PURCHASES

17.1 **COOPERATIVE PURCHASES**

Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 271, authorize the use of cooperative purchasing programs. These chapters authorize the City to use another entity's bid and likewise allow another entity to use the City's contracts. Additionally, the statutes allow the City to use a cooperative contract issued by an established cooperative agency.

The following must be included and established to utilize a cooperative contract.

A. The bid specifications/contract must have cooperative language.

B. The awarded vendor must have agreed to the language (term).

C. An Interlocal agreement must be in place between the City and the issuing entity.

The City has established memberships and entered into interlocal agreements which promote participation in cooperative purchasing programs. Current Interlocal Agreements and Contracts are available on the e-procurement website at www.celina-tx.gov/bids.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 18: PROCUREMENT CARD

18.1 **PURPOSE**

The Procurement Card (PCard) Program is designed to manage small-dollar purchases for procuring goods and services that do not exceed $3,000. It provides the City with an efficient and controllable method for monitoring small-dollar purchases, reducing paperwork, and paying vendors in a timely manner.

The card is intended to replace petty cash, small-dollar purchases purchase orders, and emergency purchases.

18.2 **ISSUANCE**

Cards must be requested by Directors.

Cardholders must agree and adhere to the guidelines listed below and those set forth in the City's Procurement Policy.

18.3 **USAGE**

Cardholders may use their card upon completion of the following:

A. Complete card activation and sign the back of the card,

B. Register for fraud alerts,

C. Activate the cardholder in account through the issuing bank,

D. Attend required training, and

E. Sign cardholder agreement.

Cardholders may use their PCard for City related purchases only.

The card may be used for most transactions not exceeding the cardholder's transaction limit, including, but not limited to:

A. "Brick and mortar" retail purchases;

B. Telephone or online orders;

C. Travel (including lodging, conference fees, and training); and

D. Services.

Quotes are not required for amounts under $3,000. Care should be taken to ensure the taxpayers' dollars are used efficiently and the best value is obtained.

Any usage outside of this policy is a violation and subject to revocation of PCard, purchasing privileges, and discipline up to and including termination.

18.4 **CARD vs. PURCHASE ORDER**

Cards may be used when:

A. The purchase price is within the cardholder's limits.

B. Purchases made with a card must be paid for when the order is placed.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

A purchase order must be obtained if:

A. The purchase amount exceeds the cardholder's limit.

B. The exact amount is not known.

C. The vendor does not accept cards.

18.5 **RECEIPTS**

An original, itemized receipt for every purchase must be obtained from the vendor when the card is used.

A. Restaurant purchases must include the credit card receipt with the total, including tip, in addition to the itemized receipt.

B. Online and telephone purchases must also be documented by a detailed receipt.

1. Vendors should not send invoices for card transactions to Accounts Payable, as this may result in duplicate payments.

C. Receipts must be scanned and maintained for the fiscal year plus six months.

18.6 **CARD SECURITY**

Each cardholder is responsible for all charges to their assigned card and must maintain the card in a safe and secure manner that prevents unauthorized or improper use. The card is not to be loaned or made available to another employee, friend, or family member under any circumstance.

18.7 **RESTRICTIONS**

Cards may not be used for personal purchases of any kind. Other restrictions include, but are not limited to:

A. Alcohol or liquor;

B. Spouse or family member expenses;

C. Splitting transactions to avoid quote or bid requirements;

D. Splitting transactions to avoid cardholder limits;

E. Entertainment, such as theatre, movies, golf;

F. Services such as contracts and agreements;

G. Cash refunds or advances;

H. Fuel purchases; and

I. Computer hardware, communications hardware, software, and services without prior written approval from the IT Director.

18.8 **SECURITY RESTRICTIONS**

Each procurement card has an individual transaction limit, a monthly spending limit, and restrictive merchant codes (MCC). Each card is restricted to the number of swipes that may be made for a given period of time and by vendors. Cards may also be restricted as to the daily, monthly, or transaction amounts of card purchases. A card transaction will be denied when swiped if the transaction exceeds any of the limits.

Cards swiped three times and denied, will lock the card.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

18.9 **SALES TAX**

As a tax-exempt government agency, the City of Celina does not pay sales tax. Cardholders are responsible for ensuring that the City is not charged sales tax by alerting the merchant in advance that the transaction is tax-exempt. If tax is included, the cardholder is responsible for correcting the charge.

18.10 **TRAVEL EXPENSE REPORTS**

It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred when an employee travels for City-related business. Direct payment of travel expenses with a Card is encouraged, as permitted. This section supplements the Travel Policy in the City's employee policy manual.

Travel expense reports allow for the itemization of PCard purchases as "prepaid expenses."

As outlined in the travel policy, meals are paid for via per diem, and meal charges are not permitted.

18.11 **CARDHOLDER DUTIES AND RESPONSIBILITIES**

Cardholders, or an assigned liaison, are responsible for reconciling the statement monthly.

The cardholder must ensure transactions are completed within the assigned limits and guidelines, sales tax was not applied, and the original "detailed" receipt is included.

The cardholder is responsible for processing returns, verifying credits are received, tracking card balances, and disputing charges directly with the vendor.

A. The transaction in dispute must be noted in the item's description.
B. Cash refunds for returns are not allowed.
C. The cardholder must verify the credit is received and attach documentation such as a return receipt or email from the vendor to the expense report.

If a cardholder finds a discrepancy, they should contact the vendor and attempt to resolve the problem directly.

If a cardholder cannot resolve a disputed item directly with a vendor, the cardholder should contact the Program Administrator for assistance.

The cardholder is responsible for immediately notifying JP Morgan Chase, their supervisor, and the Program Administrator if the card is lost or stolen. The contact number at **JP Morgan Chase is 800-316-6056**.

18.12 **DIRECTOR DUTIES AND RESPONSIBILITIES**

The Director is responsible for auditing and approving all transactions after cardholder reconciliation for his/her department.

Cards must be returned to the Program Administrator immediately upon notice of resignation, transfer, or termination of the cardholder.

In the event a cardholder has used the card fraudulently, the Director shall immediately retrieve the card and report the misuse to the Program Administrator. Fraudulent activity of any kind is cause for immediate termination.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

18.13 **PROGRAM ADMINISTRATOR DUTIES AND RESPONSIBILITIES**

The Card program is administered and maintained by a Program Administrator and is the City's point of contact for the program. Upon approval, monthly expense reports and receipts are submitted to the Program Administrator for review, general ledger updating, and filing for audit purposes. The Program Administrator orders and terminates the PCards provides training to cardholders, maintains card limits and documentation, reconciles the expense reports, and audits the expense reports and receipts for compliance.

The Program Administrator will report to the Department Director any cardholder infractions. Misuse and/or abuse of card privileges will be dealt with as follows:

A. 1st Occurrence: The Program Administrator, Finance Director, and Department Director will determine if the cardholder will continue in the card program. Department Director will take the necessary, documented steps to prevent further issues. Documentation will be submitted on the Statement of Non-Compliance form.

B. 2nd Occurrence: The Program Administrator will terminate the cardholder's privileges with deferral to the Human Resources Department for disciplinary action.

C. In the event of unauthorized or inappropriate purchases, the City reserves the right to withhold final paychecks until the issue is resolved.

18.14 **REVOCATION OF THE PURCHASING CARD**

The purchasing card is subject to revocation at any time at the discretion of the Department Director and/or the Program Administrator. Each cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the Cardholder Agreement Form.

Failure to abide by this policy will result in revocation of their card and disciplinary action up to termination of employment. The cardholder will be required to reimburse any unauthorized transactions, and the City reserves the right to withhold final paychecks until all purchases are satisfactorily reconciled.

The Program Administrator will recommend to the Department Director that the card be revoked following any violation of the Procurement Card policy. The Program Administrator is authorized to temporarily suspend use of the card if unauthorized use is discovered and poses a threat to internal financial controls.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

SECTION 19: INSURANCE

19.1 **INSURANCE REQUIREMENTS, Texas Labor Code, §406.096 (Workers' Compensation)**

All contractors and subcontractors shall have insurance coverage, including worker's compensation. Proof of coverage must be provided prior to any work beginning. Certificates must be issued to the City of Celina ~~and submitted to Purchasing~~.

Minimum Required Insurance: Workers Compensation, General Liability, and Auto Liability. Other types of insurance may be required depending on the type of work or service requested.

Any exception to all but workers' compensation insurance requirements will be reviewed and approved by Risk Management and/or Purchasing.

Building or construction includes:

A. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance; or

B. Remodeling, extending, repairing, or demolishing a structure; or

C. Otherwise, improving real property or appurtenance to real property through similar activities.

Purchasing and Human Resources/Risk Management must verify and approve all insurance documents prior to the contract, purchase order, or commencement of work.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX A: REFERENCES

State of Texas Statutes

1. Texas Local Government Code, Chapter 252, 253, 271
2. Texas Government Code, Chapter 552, 791, 2251, 2252, 2253, 2254, 2258, 2269
3. Texas Labor Code, Chapter 406
4. Texas Insurance Code, Chapter 1811

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX B: STANDARD INDUSTRY DEFINITIONS

The following definitions are included as a reference and are used in the federal, state, and local purchasing statutes and policies.

Addendum: An addition, change, or supplement to a solicitation document issued prior to the opening date.

Advertise: To make a public announcement of the intention to purchase goods or services.

Agency: The City of Celina or another governmental office/entity.

Amended: A status change to an RFP, IFB, RFO, RFI, RFQ, or contract that indicates a modification to that document.

Amendment: Written addition or change to a contract.

Assignment: Transfer of contractual rights from one party to another party.

Best Value: Factors to be considered in determining the lowest overall cost and value in making certain purchases.

Bid: An offer to contract with the City, submitted in response to a bid invitation.

Bid Bond: A deposit required of bidders to protect the City in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City. Acceptable forms of bid deposits are limited to a cashier's check, certified check, or irrevocable letter of credit issued by a financial institution subject to the laws of Texas and entered on the United States Department of the Treasury's listing of approved sureties; a surety or blanket bond from a company chartered or authorized to do business in Texas.

Bid Opening: The public opening of bids, in which the names of the bidders responding to a bid solicitation and prices of the bidders are publicly read and recorded.

Bid Tabulation: The recording of bids and bid data submitted in response to a solicitation. The bid tabulation is used for comparison, analysis, and record keeping.

Bidder: An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or other entity that submits a bid, such as agents, employees, and representatives.

Bidders List: A list of potential vendors who have expressed an interest in doing business with the City.

Bond: A document providing evidence of obligation issued in temporary or definitive form

Change Order: A document that is used when it becomes necessary that amends, clarifies, changes, or cancels contract issues and/or provisions.

Centralized Master Bidders List (CMBL): The CMBL is a list maintained by the Texas Comptroller of Public Accounts (CPA) containing the names and addresses of prospective bidders.

Competitive Sealed Bidding: Process of advertising an invitation for bids (ITB), conducting a public bid opening, and awarding a purchase order/contract to the lowest responsive, responsible bidder in accordance with state law.

Competitive Sealed Proposals: Process of advertising a request for proposal (RFP), the evaluation of submitted proposals, and awarding of the contract.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Consultant: A person that provides or proposes to provide a consulting service.

Consulting Services: The practice of studying and advising the City.

Contract: A written agreement where a contractor provides goods or services, and the agency pays for such goods and services in accordance with the established price, terms, and conditions.

Contract Administration: This generally refers to the processes that occur after a contract is signed.

Contract Management: This refers to the entire contracting process from planning through contract administration.

Contract Manager: A person who is: 1) employed by the City, 2) has significant contract management duties.

Contractor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term "vendor."

Deliverable: A unit or increment of work required by the contract, including such items as goods, services, reports, or documents.

Emergency: A purchase made when unforeseen and/or a sudden unexpected occurrence creates a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Goods: A transportable article of trade or commerce that can be bartered or sold. Goods do not include services or real property.

Historically Underutilized Business (HUB): A minority or women-owned business that holds 51% ownership in the business.

Independent Contractor: A person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay unemployment, disability, or worker's compensation insurance or withholding taxes from payments to the person. An independent contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.

Invitation to Bids (ITB): The procurement process is used when the requirements are clearly defined, negotiations are not necessary, and price is the major determining factor for selection. The ITB uses the competitive sealed bid method.

Liquidated Damages: A specified contract provision that entitles the City to demand a set monetary amount determined to be a fair and equitable repayment to the City for loss of service due to the vendor's failure to meet contract requirements.

Negotiations: A consensual bargaining process in which the parties attempt to reach an agreement on a disputed or potentially disputed matter. In a contractual sense, negotiation means the "dealings conducted between two or more parties for the purpose of reaching an understanding."

Opening Date: The day and time, after submission of proposals, when sealed bid responses are opened.

Owner: The City of Celina.

Payment Bond: A bond executed in connection with a contract that secures the payment requirements of the contractor.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Performance Bond: A surety bond that provides assurance of a bidder's performance of a certain contract.

Professional Services: Services directly related to professional practices as defined by the Professional Services Procurement Act. These include services within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, and professional engineering. Services provided by professionals outside the scope of their profession, e.g., management consulting services provided by accounting firms, are not considered professional services.

Proposal: An executed offer submitted by a respondent in response to a Request for Proposals (RFP) and intended to be used as a basis to negotiate a contract award.

Proposal Opening: The public opening of proposals, in which the names of the respondents to a solicitation are publicly read and recorded. No prices are divulged at a proposal opening as these types of solicitations are subject to negotiation.

Proprietary Purchase: A purchase request of a product that is proprietary to one vendor and does not permit an equivalent product to be supplied.

Renewal: When an existing contract is renewed for an additional time period in accordance with the terms and conditions of the original contract.

Request for Information (RFI): A general invitation to contractors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for the preparation of a solicitation.

Request for Proposal (RFP): A solicitation requesting submittal of a proposal in response to the required scope of services and usually includes some form of a cost proposal. The RFP process allows for negotiations between a proposer and the issuing agency.

Request for Qualifications (RFQ): A solicitation document requesting submittal of qualifications or specialized expertise in response to the scope of services required. No pricing is solicited with an RFQ.

Request for Quote (RFQ): An informal solicitation document requesting pricing on small-dollar purchases.

Responsive: The respondent has complied with all material aspects of the solicitation document, including the submission of all required documents.

Respondent: An entity submitting a proposal in response to a solicitation. (See Bidder)

Responsible: The respondent has the capability to fully perform and deliver in accordance with the contract requirements. The City may include past performance, financial capabilities, and business management as criteria for determining if a bidder or proposer is capable of satisfying the contract requirements.

Service: The furnishing of labor by a contractor which may not include the delivery of a tangible end product.

Solicitation: A document requesting the submittal of bids or proposals for goods or services in accordance with the advertised specifications.

Solicitation Conference: A meeting chaired by state agency personnel which is designed to help potential bidders/respondents understand the requirements of a solicitation. Also known as a pre-bid or proposal conference.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Specification: Any description of the physical or functional characteristics or of the nature of supplies or services to be purchased. It may include a description of any requirements for inspecting, testing, or preparing supplies or services for delivery.

Statute: A law enacted by a legislature.

Strategic Sourcing: A concept of purchasing with the objective to purchase goods or services that will minimize costs, increase managerial effectiveness and improve operational efficiency.

Surety: A person or entity providing a bond to a contractor to indemnify the City against all direct and consequential damages suffered by a failure of the contractor to perform the contract and to pay all lawful claims of subcontractors, materials and suppliers, and laborers as applicable.

Term Contract: A Contract that addresses the estimated requirements for a number of agencies for supplies or services that are used repeatedly or in significant quantities over a period of time. Also known as an annual contract.

Vendor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term "contractor."

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX C: ACRONYMS

The following is a list of acronyms frequently used in the Procurement industry.

CM:	Contract Management
COOP:	Cooperative Purchasing Program
CSB:	Competitive Sealed Bid
CSP:	Competitive Sealed Proposal
DBE	Disadvantage Business Enterprise
GSA:	General Services Administration (Federal)
HUB:	Historically Underutilized Business
ITB:	Invitation to Bid
ITQ:	Invitation to Quote
M/WBE:	Minority/Women Business Enterprise
REQ:	Requisition
RFI:	Request for Information
RFP:	Request for Proposal
RFQ:	Request for Qualifications
SOW:	Statement of Work
SOQ:	Statement of Qualifications

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX D: CHOOSING A PROCUREMENT METHOD

Procurement Method	Use When	Advantages	Disadvantages
Invitation to Bid	Lots of competition exists. The product or service is available from more than one source.	Award process is simpler. Award is made to the lowest responsive, responsible bidder providing the best value to the state.	Defined specifications may be difficult to develop. Does not encourage innovative solutions
Request for Proposal	When factors other than price are evaluated. When negotiations are desired. Vendor is expected to provide innovative ideas.	Allows factors other than price to be considered. Allows for customized proposals suggesting different approaches to the same business need. Allows for negotiations in order to obtain the best value for the state.	Lead times for Procurement are much greater. Evaluations are more complex and subjective.
Request for Information	There is insufficient information to write specifications for any procurement method.	Provides information to prepare a complete bid or proposal document. Allows the business community to have input into the agency's solicitation document based on current industry practices and market factors. Informs the agency of any potential problems early in the Procurement.	
Request for Qualifications	Selection is made solely on the skills and qualifications of the contractor. Price is not a factor until after a vendor is selected.	Emphasizes the competency of the proposed contractors.	Contractor is selected before the price is negotiated.

Table courtesy of the State of Texas Contract Management Guide version 1.10.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX E: SAMPLE LEAD TIMES

SAMPLE LEAD TIME FOR A COMPLEX PROJECT

Task	Suggested Lead Time from Start of Contract Date	Example
Begin Preparation of Specification and contract.	180 days	March 1
Final approval of Specifications	150 days	April 1
Advertise and Issue Solicitation (Bid/RFP/RFQ)	120 days	May 1
Receipt of Responses	90 days	June 1
Evaluation of Responses	5 – 30 days	July 1
Contract Negotiation	30 days	August 1
Council Award	10 days	August 10
Contract Execution - City	3-10 days	August 20
Contract Execution / Bonding	Minimum 10 days	August 30
Contract Begins		September 1

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX F: QUOTE / BID REQUIREMENTS

QUOTE - PURCHASES LESS THAN $3,000 FOR SUPPLIES

A one-time purchase or cumulative purchase by a single department or from multiple departments for supplies requires a single written quote.

Purchase must be made with the purchasing card or by obtaining a purchase order prior to placing the order.

QUOTE - PURCHASES GREATER THAN $3,000 AND LESS THAN $50,000 FOR SUPPLIES

A one-time purchase or cumulative purchase by a single department or from multiple departments for supplies requires three written quotes, and two must be from HUB vendors as required by statute.

Purchase must be made by obtaining a purchase order prior to placing the order.

QUOTE - PURCHASES LESS THAN $3,000 FOR SERVICE

A one-time purchase or cumulative purchase by a single department or from multiple departments requires a single written quote. If service is performed on City property, all vendors should be given a copy of the standard insurance requirements and a certificate of insurance obtained. Work should not be started until a purchase order has been issued and a copy of the insurance verified by Purchasing.

Purchase must be made by obtaining a purchase order prior to placing the order.

QUOTE - PURCHASES GREATER THAN $3,000 AND LESS THAN $50,000 FOR SERVICE

A one-time purchase or cumulative purchase by a single department or from multiple departments requires three written quotes, and two must be from HUB vendors as required by statute. If service is performed on City property, all vendors should be given a copy of the standard insurance requirements and a certificate of insurance obtained. Work should not be started until a purchase order has been issued and a copy of the insurance verified by Purchasing.

Purchase must be made by obtaining a purchase order prior to placing the order.

BID/RFP/RFQ – PURCHASES GREATER THAN $50,000 FOR SUPPLIES OR SERVICE

A one-time purchase or cumulative purchase by a single department or for multiple departments will be processed by Purchasing. The appropriate process will be used, and a standard contract/purchase order will be issued.

All purchases greater than $50,000 must include a contract, insurance, bonds (if needed), and a purchase order. City Council approval is required and will be processed by Purchasing.

ASSETS - All Asset purchases ($5,000 or greater) will be processed by Procurement.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX G: AUCTION PROCEDURES

AUCTION PROCEDURES

	Steps	Responsibility
1	Identify surplus property	Department Director or designated employee
2	Notify all departments of the availability of the surplus property. • Email to all departments/users • Allow a minimum of seven days	Designated Department employee
3	If a department is interested, complete the City's Surplus Property Form and submit it to Procurement. • Requesting department must pick up the equipment within seven days.	Designated Department employee
4.	If there is no interest, notify Procurement. • Complete Disposition form and send it to Procurement	Designated Department employee
5	Procurement will determine the best method of disposal through: • Auction • Trade-In • Recycling • Donation • Destruction	Procurement

AUCTION

	Steps	Responsibility
6	Prior to Sale: Department must remove all City of Celina identification, markings, or equipment (logo, department numbering, equipment that will be used on other equipment, etc.)	Designated Department Employee
7	Move item to a secure location	Designated Department Employee
8	Take pictures and submit them to Procurement • For vehicles & equipment, take a minimum of four pictures (one on each side). • Additional pictures of the inside, damage to exterior or interior, etc. • The more information/pictures provided will help with the sell and fewer questions will be generated by the public.	Designated Department Employee
9	Create a log with the identification, location, value, and date.	Procurement
10	Proceed with auction. Auctions will be completed quarterly or sooner, IF needed.	Procurement
11	Receive funds and closeout auction.	Procurement

Commented [CK6]: This does not appear to comp h Section 1.07.002 of the City Code of Ordinances.

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

DESTRUCTION/RECYCLING (IT Equipment)

	Steps	Responsibility
1	Confirm items are eligible for destruction.	Information Technology
2.	Complete the destruction form	Information Technology
3.	Send the form to vendor and Procurement.	Information Technology
4	Copy procurement on all correspondence.	Information Technology
5	Bring proceeds to Procurement for deposit.	Information Technology

UNCLAIMED, SEIZED OR LOST PROPERTY

	Steps	Responsibility
1	Confirm items are eligible for sale	Designated Department Employee
2	For Lost and Unclaimed Property, provide documentation that all internal policies have been followed.	Designated Department Employee
3.	For Seized property, provide a copy of the Court Order which indicates the property has been awarded to the City of Celina.	Police Department
4.	Follow auction procedures	

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

APPENDIX H: INSURANCE

The table below depicts the minimum standards.

	City of Celina Minimum Insurance Requirements Summary							
Agreement Type	**General Liability**	**Auto**	**Work. Comp.**	**Employers Liability**	**Prof. Liability**	**Installation Floater**	**Builder's Risk**	**Garage Liability**
General Contract-Services	X	X	X	X				
Personal Services	X	X	X					
Professional Services	X	X	X	X	X			
Construction	X	X	X	X		X	X	
Garage Operations	X	X	X					X
Special Events	X	X	X					
Min Coverage Amounts								
Minimum Standard Limit	$1M Per Occurrence $2M Aggregate	$1M Combined Single Limit	Texas Statutory	$500K Accident $500K Employee $500K Limit	$1M Per Occurrence $2M Aggregate	100% Project Completed Value	100% Project Completed Value	Total Value of Vehicles
Additional Coverages (in addition to standard requirements based on agreement type unless noted)								
Construction Contracts	Employers Liability Limit: $1M/$1M/$1M; CGL Limit: $2M per occurrence and $4M aggregate							
Garbage Collection Service	CGL Limit: $5M per occurrence and $10M aggregate; Auto Limit: $5M Combined Single Limit							
Pollution Exposure	$1M Pollution Liability (or equivalent) - Required for vendors or contractors performing work with pollution exposure.							
Crime Exposure	$1M Employee Dishonesty (or equivalent) - Required for handling City money and/or securities, credit card processing, etc.							
Railway Exposure	$1M Railroad Protective Liability (insuring the railroad) - Required if performing work within 50 feet of a railway.							
Liquor Exposure	$1M Liquor Liability - Required for vendors who sell or distribute liquor.							
Cyber Exposure	$1M Cyber Liability (or equivalent) - Required for vendors with access to City networks or handle sensitive data.							
Footnotes:	(1) Waiver of subrogation shall be provided with the Workers' Compensation coverage. (2) The City shall be covered as additional insureds on the GL and Auto policies. (3) Policies of insurance shall not be canceled without a 30-day notice to the City. (4) Insurance carriers must meet A.M. Best financial rating of A-VI or better. (5) Combination of primary or excess policies that meet the required limits is acceptable. (6) Agreements may require additional coverage and/or higher limits at the City's discretion.							

Attachment: City Attorney Comments - Procurement Policy 2022 v2 RL (CRK 8.3.22) (Procurement Policy - FY 22 update)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Kim Brawner, Assistant City Manager
Date: September 13, 2022
Re: Fine Arts Master Plan 2022-0151

Action Requested:
Consider and act to award bid 2022-0151 for Fine Arts Master Plan to Keen Independent in an amount not to exceed $60,798.00. (Quigley)

Background Information:
The City requested proposals from qualified consulting firms to work with the Fine Arts Board, members of City staff, and broader Celina community to create a Fine Arts Master Plan. The purpose of the Fine Arts Master Plan is to create direction for planning, processes, and strategies needed to acquire, place, and maintain (visual and performing) public art through the City.

On 06/02/2022, the City received responses to bid 2022-0151 for Fine Arts Master Plan. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred and sixty-three vendors were notified. Three responses were received.

Initial review was done by Purchasing and forwarded to City staff for evaluation. Staff reviewed the proposals and submitted their scores. During the negotiation phase the City requested an additional three in person meetings for an additional $6,000. The contract period is for (1) one year with (4) four optional (1) year periods.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:
Contract was previously reviewed and approved.

Supporting Documents:
Agreement
Scoring Worksheet

Tab Sheet
Exhibit A

Staff Recommendation:
Award Bid # 2022-0151

City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **Keen Independent** (Consultant) for the **Fine Arts Master Plan** (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A-Scope of Work, Exhibit B-Insurance Requirements, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant develop a fine arts master plan; and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue for one year with the option to renew for up to four (4) one (1) year periods.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually

Attachment: 2022-0151 Partially Executed Agreement with Keen Independent (Fine Arts Master Plan 2022-0151)

agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City on a monthly basis.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

5.4 Consultant shall submit invoice for the prior month by the 10th of the following month.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

Attachment: 2022-0151 Partially Executed Agreement with Keen Independent (Fine Arts Master Plan 2022-0151)

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

Attachment: 2022-0151 Partially Executed Agreement with Keen Independent (Fine Arts Master Plan 2022-0151)

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

Attachment: 2022-0151 Partially Executed Agreement with Keen Independent (Fine Arts Master Plan 2022-0151)

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

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina	**Keen Independent**
Purchasing	Alex Keen, Associate Principal
142 N. Ohio Street	701 N 1st Street
Celina, TX 75009	Phoenix, AZ 85004
469-813-4194	303-520-6339
Contracts@celina-tx.gov	alexkeen@keenindependent.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

Attachment: 2022-0151 Partially Executed Agreement with Keen Independent (Fine Arts Master Plan 2022-0151)

Signature:

Email: rquigley@celina-tx.gov

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

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

CITY OF CELINA	**CONSULTANT**
Jason Laumer, City Manager	**Alex Keen, Associate Principal**
	Printed Name
	7/25/22
Date	Date

Council Approved: Not Required

Exhibit A: Scope of Work & Fees

Exhibit B: Insurance Requirements

Attachment: 2022-0151 Partially Executed Agreement with Keen Independent (Fine Arts Master Plan 2022-0151)

Supplier Scoring Summary 2022-0151 - Fine Arts Master Plan - Scoring Round

Supplier	Rank	Score	Bid Evaluation	Approach	Firm Experience	Project Team	Timeline	Cost	
		100		30	25	20	15	10	
Keen Independent	1	91.80		27	23	18	14	10	
Cultural Planning Group	2	85.52		26	22	18	13	6	
Midtown Architects LLC	3	82.34		24	20	17	14	8	
		86.55		**25.60**	**21.67**	**17.60**	**13.73**	**7.95**	

Attachment: 2022-0151 Scoring Summary - Council Agenda (Fine Arts Master Plan 2022-0151)

Event Number	2022-0151		**Organization**	City of Celina eBid
Event Title	Fine Arts Master Plan		**Workgroup**	Purchasing
Event Type	RFP		**Email**	rquigley@celina-tx.gov
Issue Date	5/2/2022 08:01:00 AM (CT)		**Phone**	
Close Date	6/2/2022 10:00:00 AM (CT)		**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded
Keen Independent	Denver	CO	6/1/2022 07:52:44 PM (CT)	1
Midtown Architects LLC	Farmers Branch	TX	6/2/2022 09:46:47 AM (CT)	1
Cultural Planning Group (David Plettner-Saunders)	San Diego	CA	6/1/2022 01:01:50 PM (CT)	1

This summary reflects all submissions received. This document acknowledges receipt of the submission and does not acknowledge responsiveness or acceptance. The City will review and determine the responsiveness based on applicable laws, procurement policy and specifications. The City provides notification to the successful firm in writing and inspection of all submissions is available at that time.

Attachment: Bid Tabulation by Supplier Spreadsheet (Fine Arts Master Plan 2022-0151)

CITY OF CELINA, TEXAS
RFP #2022-0151
Fine Arts Master Plan Proposal

Prepared for:

Ryan Quigley
Purchasing Agent
City of Celina
142 N. Ohio
Celina TX 75009

June 2, 2022

Prepared by:

Alex Keen
Associate Principal
Keen Independent Research LLC
701 N 1st Street
Phoenix AZ 85004
Mobile: 303-520-6339
Phone: 303-385-8515
alexkeen@keenindependent.com
www.keenindependent.com

KEEN INDEPENDENT RESEARCH

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

KEEN INDEPENDENT RESEARCH

- Research
- Analysis
- Strategy
- Implementation

701 N. 1st St.
Phoenix AZ 85004

(303) 385-8515

100 Fillmore St., 5th Fl.
Denver CO 80206

keenindependent.com

June 2, 2022

Ryan Quigley
Purchasing Agent
City of Celina
142 N. Ohio St,
Celina TX 75009

Re: City of Celina, Texas Fine Arts Master Plan

Dear Ryan:

Keen Independent Research LLC (Keen Independent) is pleased to submit our proposal to the City of Celina, Texas regarding the development of a Fine Arts Master Plan.

Keen Independent is a national arts, culture, economic consulting and market research firm with offices in Phoenix, Arizona and Denver, Colorado, as well as staff throughout the country. Our 26 professionals combine economic and market research experience with specialized expertise in arts and cultural planning for public sector and cultural entities.

Keen Independent has conducted several master planning assignments in Texas including an Arts Master Plan for the City of San Marcos, a cultural facilities study for an arts and entertainment facility in Waco and a market assessment for a new performance center in Frisco. Other arts and culture clients of ours include the Town of Plainfield, Indiana; City of Bloomington, Indiana; City of Virginia Beach, Virginia; City of Phoenix and the City of Altus, Oklahoma.

Alex Keen, Keen Independent Associate Principal will serve as the study project manager for this assignment and is the primary point of contact.

We look forward to the opportunity to discuss this proposal further.

Sincerely,

Alex Keen
Associate Principal

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

STATEMENT OF QUALIFICATION FORM INSTRUCTIONS

1. Complete the form in its entirety.
2. Do not delete questions.
3. Table rows/cells may be increased to accommodate inserted information.

This document is used during the evaluation process and aids the evaluation committee.

Your cooperation is appreciated.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

STATEMENT OF QUALIFICATIONS

Completed Projects

Provide the following information for a minimum of five comparable projects completed in the previous five years, preferably for sites located in the Dallas-Fort Worth Area.

Project 1

Project Name	City of San Marcos Arts Master Plan				
Project Location	San Marcos, TX				
Projection Description	The City of San Marcos engaged Keen Independent to update the 2012 Arts Master Plan and define the role of the City in supporting arts and culture. Keen Independent created the 2022 Arts Master Plan as a strategic guide to help the City of San Marcos with planning and decision-making regarding arts and culture as a driver to improve quality of life, increase tourism and support local economic development. This involved visiting nearly all of the city's cultural assets, conducting a needs assessment of arts and cultural facilities and programming, revising an inventory of existing arts and cultural resources, creating a cultural map and recommending revisions for the Art in Public Places Policy.				
Start Date	January 2021	Org Completion Date	September 2021	Actual Completion Date	September 2021
Reason for Final Completion Date Adjustment (if applicable)					
There was no adjustment made to the final date of this contract.					
Org Project Amount	$16,448				
Reason for Change Orders/Amendments					
The budget for this project was amended to be increased by $2,000 to provide additional services outside of our original scope.					
Owner Name	City of San Marcos Convention and Visitor Bureau				
Owner Address	617 IH 35 North San Marcos, TX 78666				
Owner Contact	George "Trey" Hatt				
Owner Email	ghatt@sanmarcostx.gov				
Owner Phone:	(512) 393-8416				
What was the outcome of the project?					
Study team members developed a five-year strategic plan that defines the role of the City of San Marcos in supporting arts and culture, and the role it has in accomplishing the City's broader goals of enhanced quality of life and economic development. Following an extensive community engagement process, Keen Independent provided recommendations geared towards providing support for underserved communities (particularly the African					

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

American, Hispanic and Native American communities) and enhancing the city's existing resources. We also developed an implementation plan. To view the Arts Master Plan, visit: https://www.sanmarcostx.gov/DocumentCenter/View/27969/FINAL-DRAFT-Arts-Master-Plan-2022-PDF
What went well in this project?
To increase diversity of participation and access to providing input for the Hispanic population (about 40% of the population), Keen Independent offered engagement activities in both English and Spanish. City staff and Council praised this Master Plan for our thoughtfulness throughout the process.
What could have been done better?
This study could have benefitted from more participation from individuals who were not already directly involved with the arts for additional perspective on arts and culture investment in the city.
Were there project delays and why?
We did not experience any delays during this project.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Project 2

Project Name	City of Waco Planning and Feasibility Study				
Project Location	Waco, TX				
Projection Description	Keen Independent directed a cultural facility planning assignment for the City of Waco, Texas. Keen Independent staff worked closely with Creative Waco, Baylor University, Waco Symphony, Waco Civic Theater and other community organizations to identify partnership opportunities with the City. Our approach consisted of: • Market analysis and comprehensive needs assessment to help determine the viability of a potential new performing arts center; • Local community engagement from diverse groups to gather feedback that informed Keen Independent's recommendations; • Site visits to cultural facilities throughout the city and meetings with local organization leaders to discuss community needs; and • Comparative analyses of venues similar in size to the proposed performing arts center and situated in similar communities.				
Start Date	September 2019	Org Completion Date	September 2020	Actual Completion Date	January 2022
Reason for Final Completion Date Adjustment (if applicable)					
The COVID-19 pandemic put community engagement efforts on hold as the City turned its attention to higher priority items.					
Org Project Amount	$145,120.00				
Reason for Change Orders/Amendments					
There were no change orders/amendments for this project.					
Owner Name	City of Waco in partnership with Creative Waco				
Owner Address	712 Austin Ave. Waco, TX 76701				
Owner Contact	Fiona Bond				
Owner Email	fiona@creativewaco.org				
Owner Phone:	(254) 214-7640				
What was the outcome of the project?					
The study team determined a preferred location and seat count for a potential new venue as well as developed an estimated cost to build the facility. Through our comparative analysis of similarly sized venues in similar communities, we also developed operating budgets and business models. Additionally, Keen Independent developed short-, mid- and long-term recommendations for the city that considered the impact COVID-19 has had on the community.					

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

To view the final report, visit: https://keenindependent.com/wp-content/uploads/2022/02/WacoArtsFeasibilityStudyFinalReport.pdf.
What went well in this project?
A major strength of this project was the enthusiasm this project generated from the Waco community. More than 300 community members provided input on the study. This project was so well-received by the community that the Waco Tribune-Herald published on its front page that one of our events brought an “overflow crowd.”
What could have been done better?
Navigating the challenges of COVID-19 were difficult. The City of Waco had other priorities at times that made the study difficult to move forward. In the end, we were able to successfully complete the study and deliver a product that the City and its stakeholders were happy with.
Were there project delays and why?
This project experienced a delay of one month from March to April 2020 due to the start of the COVID-19 pandemic.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Project 3

Project Name	Plainfield Arts Market Study
Project Location	Plainfield, IN
Projection Description	The Town of Plainfield retained Keen Independent Research to conduct a feasibility and arts market study update for the proposed Plainfield Performing and Fine Arts Center. The original feasibility study was conducted in 2019. Since then, the COVID-19 pandemic has had an enormous impact on arts organizations and the arts market. Many arts centers have been shut down temporarily and some permanently. In 2020 the Town of Plainfield wanted t update the original feasibility study to consider changes in the arts market and reassess the feasibility of the Center given the impact of COVID-19. Four key questions were identified as part of this study: • What is the anticipated recovery of professional touring acts suitable for a 600-seat venue? • What is the status of similarly sized performance centers' operations? • What is the anticipated recovery of local non-profit Hendricks County Arts Groups? • What is the projected ability to book acts and sell seats by late spring 2023? Keen Independent answered these key questions with qualitative findings from stakeholder engagement and other data collected throughout the study. We then further analyzed the market, provided an overview of the updated business plan and pro forma and made recommendations including a road map for next steps.

Start Date	December 2020	Org Completion Date	March 2021	Actual Completion Date	March 2021

Reason for Final Completion Date Adjustment (if applicable)

There was no adjustment made to the final date of this contract.

Org Project Amount	$30,000.00

Reason for Change Orders/Amendments

There were no change orders/amendments for this project.

Owner Name	David Lahey, Executive Vice President, Butler, Fairman & Seufert
Owner Address	8450 Westfield Blvd. Indianapolis, IN 46240
Owner Contact	David Lahey
Owner Email	(317) 713-4615
Owner Phone:	dlahey@bfsengr.com

What was the outcome of the project?

Keen Independent utilized information gathered from this study to update the Town's 2019 feasibility study pro forma and business plan for the Center. The pro forma contained budget projections for three operating scenarios based on

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

high, moderate and low levels of usage. Additionally, we provided pointed recommendations to assist the Town Council in successfully opening the Center in 2023.

To view the final report, visit:
https://keenindependent.com/wpcontent/uploads/2021/04/KeenIndependentPlainfieldArtsMarketStudy03262021_2.pd

What went well in this project?

Typically, studies like this take about six months or more to complete. We completed this study with an accelerated timeline in about 10 weeks.

Keen Independent hosted a virtual workshop to gather feedback from the Plainfield community about the local arts market that attracted more than 700 virtual participants.

Due to Keen Independent's quality of performance, the Town of Plainfield retained Keen Independent for follow up work regarding the performing arts center.

What could have been done better?

Although we received such high participation numbers, we believe this study would have benefitted from more participation from people of color. If this project had a longer timeline, we believe we would have been able to achieve this.

Were there project delays and why?

We did not experience any delays during this project.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Project 4

Project Name	City of Frisco, Texas Performing Arts Center Market Analysis				
Project Location	Frisco, TX				
Projection Description	Keen Independent was retained by Theatre Projects Consultants to help complete a feasibility study for an arts center in the City of Frisco, Texas. To complete this analysis, Keen Independent performed the following tasks: • Environmental scan and inventory of significant art spaces in the DFW area; • Analysis of market areas; • Demographic analysis and demand projections; • Programming inventory and benchmarking; and • Pro forma assessment and development.				
Start Date	August 2021	Org Completion Date	September 2021	Actual Completion Date	September 2021
Reason for Final Completion Date Adjustment (if applicable)					
There was no adjustment made to the final date of this contract.					
Org Project Amount	$8,000.00				
Reason for Change Orders/Amendments					
There were no change orders/amendments for this project.					
Owner Name	Theatre Projects Consultants, Inc.				
Owner Address	47 Water St. South Norwalk, CT 06854				
Owner Contact	Gena Buhler				
Owner Email	gbuhler@theatreprojects.com				
Owner Phone:	(203) 299-0830				
What was the outcome of the project?					
Keen Independent analyzed the DFW metropolitan area marketplace, projected future demands for various types of performing arts and considered touring-Broadway venues throughout the country that are similar to a proposed performing arts center in Frisco to understand how these venues have found a spot in their respective marketplaces. Our findings supported the performing arts center's desire to increase the seating capacity of the proposed venue.					
What went well in this project?					
Keen Independent completed this project with an accelerated timeline. Typically, a study like this would take about three months to complete. Our team completed this study within four weeks.					

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

What could have been done better?
There are some complexities for the touring market in the Dallas-Forth Worth area that we were not able to study.
Were there project delays and why?
We did not experience any delays during this project.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Project 5

Project Name	Denver Performing Arts Complex Venue Market Analysis and Feasibility Study				
Project Location	Denver, CO				
Projection Description	Keen Independent directed a long-term planning assignment for Denver Arts & Venues (division of City and County of Denver), Denver Center for the Performing Arts, Opera Colorado and Colorado Ballet. This study was charged with looking critically at all past studies and visioning efforts to provide due diligence before future development on the Arts Complex campus begins. The Keen Independent study team collaborated with a diverse array of community members, elected officials, and staff of the City and County of Denver. Project Team members expressed a desire for the Study Team to provide "right-sized" and "data-driven" recommendations that embodied the "enliven, diversify and sustain" principles that had been developed in the Next Stage Vision Plan.1 The Study Team was also charged with having a "nothing is set in stone" attitude towards past studies and visioning efforts. Past recommendations were to inform the study but not trap the Study Team into reaffirming plans that may no longer be realistic.				
Start Date	December 2018	Org Completion Date	November 2019	Actual Completion Date	November 2019
Reason for Final Completion Date Adjustment (if applicable)					
There was no adjustment made to the final date of this contract.					
Org Project Amount	$358,875				
Reason for Change Orders/Amendments					
The budget for this project was augmented by $20,000 to allow for Keen Independent to subcontract a local consulting firm that provided overall communications strategy and additional outreach to key stakeholders. This enhanced the study by helping us develop buy-in and consensus.					
Owner Name	Denver Arts & Venues				
Owner Address	144 W. Colfax Denver, CO 80202				
Owner Contact	Mark D. Najarian				
Owner Email	mark.najarian@denvergov.org				
Owner Phone:	(720) 865-4236				
What was the outcome of the project?					
Keen Independent provided short-, mid- and long-term recommendations to help achieve the goals of the Arts Complex, resident companies and community stakeholders. One major study recommendation involved replacing Boettcher Concert Hall with a smaller venue that best fits the size needs of the Colorado Symphony, Boettcher Concert Hall's primary user. Through demand projects and a complex analysis of the Symphony's ticket sales, the study team determined an ideal seat count for the recommended new concert hall. This new concert hall is now in the design build stage.					

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

To view key findings presented to the Denver arts and cultural community, visit: https://www.youtube.com/watch?v=5uK-XL627tQ
What went well in this project?
More than 100 arts organizations and 250 stakeholders including venue managers, leaders of arts organizations and other community members were engaged in workshops and in-depth interviews to determine future demand for and the needs of performing arts organizations in the Denver area.
What could have been done better?
Stakeholders for this project (independent non-profit arts organizations and City and County of Denver) all had different visions for the future of the Denver Performing Arts Complex. Many studies had been completed before our work that caused stakeholder burn out. While we were successful in engaging stakeholders, the project could have benefited from a more intentional process of acknowledging all of the previous work that had been accomplished.
Were there project delays and why?
We did not experience any delays during this project.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

APPROACH

1. Summarize why your firm believes itself to be the most qualified for the project.

   Keen Independent Research is the most qualified firm to produce the Fine Arts Master Plan for the City of Celina, TX because of our experience, data-driven solutions philosophy and diverse team. We have served over 100 clients across the country by assisting with the creation of arts master plans, conducting feasibility studies for performing arts venues and providing recommendations for future public arts developments. Many of our projects come from repeat clients. Our data-first approach means that we tailor each project specifically to the client; there are no "one size fits all" solutions. We begin projects by gathering background information that can include prior master plans, history and culture of the local community and inventory of existing arts installations. We then engage in community outreach to allow the voices of city leaders and the public to inform the development of a Fine Arts Master Plan. The result will be a highly customized plan designed to serve the needs and desires of the community.

   The majority of our staff of 26, who have worked as economists, venue managers and non-profit executives, are women; half of our staff identify as persons of color. Several staff members are fluent in languages other than English, including Spanish and Mandarin which allows us to engage with diverse communities. We have a wide range of experiences and expertise from which we can draw to craft unique approaches that meet our clients' needs. Because our entire staff provides support on all projects, we are able to complete tasks quickly, efficiently and with flexibility. We hold ourselves to a high standard at Keen Independent and our track record demonstrates the exceptional quality of our work.

2. What is your firm's specialization?

   At Keen Independent, our specialty is conducting research that involves community engagement. We aim to tell the "story behind the numbers," which means involving as many community stakeholders as possible throughout each project. We routinely conduct focus groups, interviews, workshops and town hall meetings in virtual and in-person formats to allow for maximum participation.

3. What information do you believe will help aid in the selection process?

   We believe the high quality of our prior work will aid in the selection process for this bid. We encourage the City of Celina to contact the individuals listed in the project descriptions of the "Statement of Qualifications" section to hear honest reports about our work from the clients themselves. We also encourage the review of the videos and work product provided in the links to see the quality of our deliverables.

   We maintain flexibility in our workscope and budget to best fit the needs of the City. Rather than a "one size fits all" approach, we craft our workscope and product to the individual needs of each client.

4. What categories of work has your organization normally performed with its own forces.

   Keen Independent Research has performed studies in a wide variety of practice areas that include:

   - Cultural master plan development;
   - Venue and event feasibility studies;
   - Arts and cultural strategic plans;
   - Venue management and entertainment management and operational analyses;

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

- Diversity, equity and inclusion;
- Disparity studies;
- Small business development;
- Marketing; and
- Education and training.

5. What is your firm's philosophy regarding the development of a Master Plan?

   At Keen Independent, we are known for unbiased results. Our firm's philosophy regarding all our work, including the development of a Fine Arts Master Plan, is to let the data drive the solution. Keen Independent combines rigorous research methods (in-depth interviews, focus groups, survey research, ethnography and complex statistical analysis) with innovative community outreach and engagement strategies for complex markets to better understand issues within a community, industry and marketplace.

   The common thread in our work is independent advice that combines creativity, passion and honesty. Keen Independent study team members have provided consulting advice with this level of integrity for more than 30 years. We also demonstrate our integrity and client-first philosophy through:

   - The study team's references, who can attest to the integrity of the team;
   - Past awards from our clients for exceptional performance and results;
   - Strong financial stability; and
   - The fact that much of our work involves repeat clients.

6. Describe your firm's understanding of the role of municipal government and your role as the service provider.

   Keen Independent has worked with municipal governments across the country. As the service provider, we may ask for support from the municipality for efforts that may be better received by the municipality. For example, we may ask the City to:

   - Promote a virtual workshop survey by posting on the City's social media channels;
   - Share email lists for email blasts; and
   - Including announcements in City newsletters and press releases.
   -

   However, the municipality is the client and we do not overburden our clients with project-related tasks. We will routinely ask for feedback from the municipality and redirect our efforts as needed.

7. What processes does your organization use to creatively engage municipal staff and the public during plan development?

   Keen Independent facilitates well-organized and directed activities, techniques and formats to ensure a positive and inclusive participation process for municipal staff and the public. The following bullets detail methods of engagement that Keen Independent can conduct for the fine arts master planning process. We will work with City staff, the City Council, the Fine Arts Board and other stakeholders to refine and confirm the public involvement process.

   - **In-depth interviews**. We can conduct up to 12 hours of in-depth interviews with municipal staff and other stakeholders who are especially knowledgeable about the public arts and cultural landscape

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

of the Celina. Examples of stakeholders may include members of the Fine Arts Board, City leaders and staff, the City Council, arts teachers in the Celina Independent School District, other arts organizations and community leaders. These interviews will be conducted using an interview guide prepared by Keen Independent with input from municipal staff and the Fine Arts Board.

- **Public meetings.** The study team can facilitate three to five public meetings at key junctures of the planning process:

  - ***Discovery meeting***. Keen Independent will facilitate one to three public meetings early in the planning process to gather initial community input and develop awareness of plan development. This discovery meeting will have a family-friendly design and can be in the form of an informal meeting to create a relaxed environment such as "coffee with the consultants" or "snacks and chat." We may include a presentation of initial findings, brainstorming activities, creative thinking exercises and discussion prompts to encourage free-flowing discussion and idea-generating prompts that result in deeper discussions and findings that can be quantified. We will include activities that are arts focused and can engage participants of all ages and abilities.

  - ***Draft plan presentation***. The study team will virtually present draft findings and recommendations to the community for feedback. We will include several means of providing feedback to ensure the plan reflects the perspectives of the community. We encourage City staff, the City Council and the Fine Arts Board to attend and provide feedback at this meeting.

  - ***Final plan presentation to City leadership***. Once all feedback is received and incorporated into the strategic plan document, the study team will present the final plan virtually to City staff, the City Council and the Fine Arts Board.

- **Virtual workshop survey.** Keen Independent has been particularly successful with receiving input from community members and other stakeholders through virtual workshops. This arts master planning virtual workshop survey will ask open-ended questions and be delivered electronically to hard-to-reach individuals and individuals who may not be able to attend public meetings. Each participant can post input and engage in broader dialog at their convenience. City staff and members of the Fine Arts Board will review virtual workshop survey questions prior to publishing. The virtual workshop survey portal will remain open for participants to complete at their convenience. We recommend keeping this portal open for input for at least two weeks. Keen Independent will keep all responses and personal information secure and confidential, and initiate reminders to increase participation. We can also offer this workshop survey in other languages.

- **Other public communications portals**. To ensure a constant "open door" for public participation, Keen Independent can also host a designated study telephone hotline and Fine Arts Master Plan email address that we will monitor through the duration of the planning process, as well as a strategic plan website. These means of communication will ensure stakeholders will always have a direct line to the study team for input through the duration of the project. We use a similar communications plan for nearly every arts and culture study. An example of a past study website can be found here: https://www.keenindependent.com/wacoartsstudy/

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

8. Describe your organization's methods for estimating costs and for scheduling during the development of a plan.

   The Keen Independent team has worked with nonprofit, public and private organizations on projects ranging from $5,000 to $2 million in size. We uniquely tailor our study methodology for each project and craft a collaborative working relationship with our clients and the communities we serve. To arrive at a budget for a project, Keen Independent begins by outlining the tasks required to achieve our mutual goals with the client. Based on our extensive experience conducting arts studies, we estimate the number of hours to complete each associated task. We then create a project budget based on our hourly rates and the estimated number of hours to complete the tasks, allowing for some flexibility based on the client's budget needs. We maintain flexibility and can adjust budget and workscope to best fit the needs of the client.

9. Does your organization provide services for master plan updates? Please explain the process.

   Keen Independent does provide services for master plan updates. This process is the same as our process for plan development with the addition of reviewing the previous master plan, seeing what has been accomplished and determining the areas where outstanding needs exist. Our community outreach and engagement efforts remain the same so we can determine if there are nuances that were not identified in the previous version of the master plan. One example in which Keen Independent assisted with the updating of a previous study is the Plainfield Arts Market Study (detailed under "Project 3" of the "Statement of Qualifications" section). We were retained to provide updated recommendations to the Town that took the effects of COVID-19 on the performing arts sector into account.

10. Does your firm provide services beside those for plan development? Please explain.

    In addition to assisting municipalities with plan development, Keen Independent offers a variety of other services to our clients. Some of these services include:
    - Developing effective programs to assist disadvantaged business enterprises;
    - Assessing the feasibility of arts and entertainment venues and assisting with their facility management;
    - Examining whether evidence of discrimination affecting women and racially minoritized groups exists; and
    - Creating social marketing campaigns designed to create sustained behavioral change.

11. Please list all organizations in Texas to whom your organization has provided plan services.

    Keen Independent staff have provided services to the following organizations in Texas:
    - City of San Marcos;
    - City of Waco;
    - Frisco Arts;
    - Dallas College;
    - San Antonio Housing Authority;
    - Tarrant County;
    - Fort Worth Water Gardens;
    - Dallas/Fort Worth International Airport; and
    - City of Fort Worth.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

12. How will the plan be adaptable to changes as the city grows?

    We acknowledge that cities are not static entities and our plan development takes future growth into account. We have provided prior clients with plans that contain recommendations for multiple scenarios and can produce similar reports for the City of Celina based on a variety of factors (e.g., population projections). Working with City staff, we can identify a desirable timeframe (ten years, for example) and provide recommendations based on rapid, moderate, and slow population growth.

13. After the plan has been developed and implemented what programs, trainings, or meetings are held to ensure all staff and parties involved understand the main points of the plan?

    Following the completion of the plan, Keen Independent will provide hard copies of the report to City staff liaisons, the City Council and members of the Fine Arts Board. In addition to a public meeting in which we will present the main points of the plan to the City staff, City Council and Fine Arts Board, Keen Independent will meet with the major stakeholders and points of contact for this project to review the plan in detail. We will work with the City and Fine Arts Board to determine what additional training or meetings are necessary to ensure that the plan can be successfully implemented.

PROJECT TEAM

14. Provide brief resumes for the key personnel. Include: name, education, professional qualifications, certifications, employment history, municipal experience, relevant projects and their role in this project.

    The following pages contain the resumes of Keen Independent personnel who will work on this project.

    - Alex Keen, Associate Principal, will serve as the project manager;
    - David Keen, Principal, will lead strategic planning and survey design;
    - Annette Humm Keen, Principal will oversee outreach and quality control; and
    - Jennifer Tuchband, Senior Consultant, will provide primary project support.

    Additional team members providing qualitative analysis, quantitative analysis and project support include Heather Calvin, Dr. Nicole Yates, Malena Grosz and Amanda Embry.

    [INSERT ARTS RESUMES; REMEMBER TO EDIT THE PAGE NUMBERS ACCORDINGLY]

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

ALEX KEEN

KEEN INDEPENDENT ASSOCIATE PRINCIPAL

Alex Keen leads the firm's arts and culture practice and has wide-ranging expertise in feasibility studies, arts and cultural planning, market research, public engagement, risk management, grant/policy writing, event planning, production management and technical production. He also has extensive qualitative and quantitative research capabilities.

Years of Experience: 15+
Years with Firm: 11

Education

M.S., Security Management (Organizational Security), University of Denver, CO

Bachelor of Interdisciplinary Studies, (Theatre/Urban Planning), Arizona State University, AZ

Certifications and Training

IAVM Academy for Venue Safety and Security, IAVM Venue Management School

ETCP Certified

Highlights

Lead one of the largest performing arts feasibility studies ever conducted for Denver Arts & Venues

Chair of the International Association of Venue Managers Member (IAVM) Safety and Security Committee

Association of Performing Arts Professionals Member

Former advisory board member for Prism Theatre, ASU

Relevant Project Experience

Arts Master Plan | City of San Marcos, TX

Market Analysis | City of Frisco, TX

Feasibility Study | City of Waco, TX

Market and Operational Analysis | Clark State Performing Arts Center, OH

Feasibility Study | Town of Plainfield, IN

Feasibility Study| City of Titusville, FL

Feasibility Study | City of Virginia Beach Light and Innovation Festival, VA

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Feasibility Study, Management and Operational Assessment | Mizel Arts and Culture Center, CO

Management Consulting | Staenburg-Loup Jewish Community Center, CO

Feasibility Study | May Bonfils Theater, CO

Feasibility Study and Management Assessment | Wheeler Opera House, CO

Operations and Management Assessment | Ent Center for the Arts, CO

Relevant Work Experience

Adjunct Faculty, Arts and Culture | University of Denver, CO

Venue Manager | Mesa Community College Performing Arts Center, AZ

Professional Skills

- Community engagement
- Market research
- Arts management
- Strategic planning
- Venue management
- Theater production
- Event management
- Project management
- Donor relations
- Risk assessment
- Cost analysis

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

DAVE KEEN

KEEN INDEPENDENT PRINCIPAL

David Keen co-founded the firm in 2011 after serving as Managing Director of BBC Research & Consulting. David has nearly 40 years of experience conducting studies for art and cultural clients and served as lead researcher for the National Endowment for the Arts in its Surveys of Public Participation in the Arts and retains an on-going relationship.

Years of Experience: 30+
Years with Firm: 11

Education

M.C.R.P., City and Regional Planning, Harvard University, MA

B.S., Business Administration, University of Arizona, AZ

Highlights

Lead researcher for the National Endowment for the Arts in its Surveys of Public Participation

Former finance Committee member for a performing arts center

Former board member of the Desert Caballeros Western Museum

Won a series of American Marketing Association and Public Relations Society awards for research

Testified as an expert witness regarding economic research issues in federal district court

Former Adjunct faculty, University of Denver

Former board member of the Desert Caballeros Western Museum

Relevant Project Experience

Cultural Facilities Planning Study | City of Waco, TX

Visitor Experience Research and Planning Study | City and County of Denver's Parks Department, CO

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Membership Research | Philadelphia Museum of Art, PA

Marketing and Membership Research | Museum of Science Boston, MA

Strategic and Business Planning | Children's Museum of Denver, CO

Marketing and Membership Research | Smithsonian National Zoo, Washington, D.C.

Feasibility Study, Management and Operational Assessment | Mizel Arts and Culture Center, CO

Feasibility Study and Management Assessment | Wheeler Opera House, CO

Marketing and Audience Research | Museum of Nature and Science, CO

Market Analysis and Program Development | The National Underground Railroad Freedom Center, OH

Relevant Work Experience

Managing Director | BBC Research & Consulting, CO

Researcher | The World Bank, DC

Professional Skills

- Disparity and equity studies
- Market research and analysis
- Project management
- Strategic planning
- Economic projections
- Demographic projections
- Grant research
- Public policy analysis
- Tax incentives
- Feasibility studies

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

ANNETTE HUMM KEEN

KEEN INDEPENDENT PRINCIPAL

Annette Humm Keen is a co-founder and Principal of Keen Independent. She has a national practice that spans board and community relations, strategic planning and program implementation. Formerly, she served as a Senior Consultant at a Denver-based consulting firm performing many studies supporting arts and cultural organizations, as well as diversity and inclusion initiatives nationwide.

Years of Experience: 30+
Years with Firm: 11

Education

M.L.A., Landscape Architecture, Harvard University, Cambridge, MA

B.A., Anthropology, summa cum laude, St. John's University, NY

Highlights

Conducted research for the Museum of Science Boston resulting in a $300,000 increase in membership revenue

Oversaw a $1.6 million expansion, strategic planning, fund development, annual financial audits and renewed bylaws for an Arizona performing arts center

Former Board President of a recreation/entertainment venue in the Denver Metro Area

Former two-term president of an Arizona performing arts center

Relevant Project Experience

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Visitor Experience Research and Planning Study | City and County of Denver's Parks Department, CO

Marketing and Membership Research | Museum of Science Boston, MA

Membership Research | Philadelphia Museum of Art, PA

Membership Survey and Research| Peabody Essex Museum, Salem, MA

Marketing and Audience Research | Museum of Nature and Science, CO

Visitor Experience and Cultural Programming Research | History Colorado, CO

Social Marketing Campaign | Department of Environmental Health, CO

Strategic and Business Planning | Children's Museum of Denver, CO

Strategic Planning and Market Research | Higher Education Resource Services (HERS), CO

Marketing and Membership Research | Smithsonian National Zoo, Washington, D.C.

Relevant Work Experience

Senior Consultant | BBC Research & Consulting, CO

Founder | AHK Landscape Architecture and Consulting, CO

Professional Skills

- Quality assurance/ quality control
- Disparity and equity studies
- Strategic planning
- Community outreach strategies
- Market research
- Fund development
- Program evaluation
- Policy development
- Visioning process
- Arts planning
- Cost analysis

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

JENNIFER TUCHBAND

KEEN INDEPENDENT SENIOR CONSULTANT

Jennifer Tuchband brings practical experience to Keen Independent's art and cultural practice area. Through her expertise of in-depth research, stakeholder engagement, building consensus and guiding strategic plans, Jennifer finds solutions that guide clients' important decisions. She works towards strengthening organizations while maintaining focus on social impact and equity.

Years of Experience: 10+
Years with Firm: 3

Education
M.F.A., Theatre (Arts Entrepreneurship and Management), Arizona State University, AZ

B.A. Theater Design and Production, Business Minor, Arizona State University, AZ

Certifications & Training
Graduate Certificate in Nonprofit Leadership and Management, Arizona State University, AZ

Highlights
2020 recipient of the International Association of Venue Managers (IAVM) 30 Under 30 Award

Association of Performing Arts Professionals Member

International Association of Venue Managers Member (IAVM) and research committee and content committee member

Relevant Project Experience

Arts Master Plan | City of San Marcos, TX

Market Analysis | City of Frisco, TX

Feasibility Study | City of Waco, TX

Feasibility Study | Town of Plainfield, IN

Feasibility Study | City of Titusville, FL

Feasibility Study | Altus City Auditorium, OK

Market Analysis | Kalamazoo State Theatre, MI

Community Engagement Study | Tempe Center for the Arts, AZ

Feasibility Study | Latino Cultural Center, AZ

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Feasibility Study, Management and Operational Assessment | Mizel Arts and Culture Center, CO

Feasibility Study and Management Assessment | Wheeler Opera House, CO

Operations and Management Assessment | Ent Center for the Arts, CO

Relevant Work Experience

Production Assistant | Phoenix Convention Center

Member and Patron Services Specialist | Scottsdale Cultural Council, AZ

Professional Skills

- Visioning process
- Arts master planning
- Industry standards for arts facilities
- Survey analysis
- Membership services
- Strategic planning
- Cost analysis
- Venue operations
- Market research
- Feasibility studies
- Theatre production

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

HEATHER CALVIN

KEEN INDEPENDENT SENIOR CONSULTANT

Heather Calvin has an extensive expertise in arts and culture administration as well as audience experience design, market opportunity assessment, and strategic planning and execution. She's known for working with stakeholders to define vision and plan implementation, managing projects to exceed goals and for using data informed strategies to meet complex organizational challenges.

Years of Experience: 25+
Years with Firm: <1

Education
M.A., Public Affairs (concentrations: Public and Nonprofit Management, Women and Public Policy), Hubert H Humphrey Institute of Public Affairs, University of Minnesota, Minneapolis, MN

B.A., History, Phi Beta Kappa, Washington University in St. Louis, St. Louis, MO

Certifications and Training
Transformational DEI, Greater Boston Chamber of Commerce/ Diversity@Workplace Consulting

Executive Certificate in Management and Leadership, MIT Sloan School of Management

Highlights
Member of the Robbins Library Board of Trustees

Member of the Tessitura Network Member Advisory Committee

Member of the Leadership Advisory Committee of the Collaboration for Ongoing Visitor Experience Studies

Relevant Project Experience

Access and Equity Program Evaluation | Dane County, WI

Economic Impact Study | State of Maryland

Construction Projects Partnering Assessment | State of Arizona

Membership Survey and Research| Peabody Essex Museum, Salem, MA

Relevant Work Experience

Vice President, Visitor Experience | Museum of Science, MA

Assistant Vice President, Visitor Experience and Membership |

Director, Membership and Annual Fund | Museum of Science, MA

Manager, Membership and Annual Fund | Museum of Science, MA

Director of Development | Women's Funding Network, MN

Assistant Director | Alumnae Fund of Smith College, MA

Professional Skills

- Audience research
- Coaching and mentoring emerging leaders
- Operational strategy and management
- Community partnership
- Earned and contributed revenue
- Project management
- Membership and annual giving
- Business analysis, modeling and forecasting
- Nonprofit leadership
- Customer experience
- Board and donor relations
- CRM and POS systems
- Internal and external relations
- Change management
- Accessibility

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

DR. NICOLE YATES

KEEN INDEPENDENT CONSULTANT

Dr. Nicole Yates joined Keen Independent as a researcher with a passion for creating equitable opportunities for historically marginalized groups in education and the arts. She has extensive experience with quantitative methods and seeks to utilize her analytical and interpersonal skills to execute inclusive initiatives.

Years of Experience: 10
Years with Firm: < 1

Education

Ph.D., Urban Education Policy, University of Southern California, Los Angeles, CA

M.A., Psychology, Stanford University, Stanford, CA

B.A., Drama, Stanford University, Stanford, CA

Highlights

Secretary of the Board of Directors, Conundrum Theatre Company, Burbank, CA

Former soloist, Choral Arts Society of Washington

Recipient, USC Final Year Doctoral Dissertation Fellowship (2021)

Honorable Mention, Ford Foundation Doctoral Dissertation Fellowship (2021)

Journal Submission Reviewer, *Learning and Individual Differences*

Alumni interviewer, Stanford Alumni Association

Former mentor, Upward Bound, Los Angeles, CA

Relevant Project Experience

Program Evaluation | National Society of Black Engineers and Northrop Grumman Integrated Pipeline Program, VA

Program Design | Los Angeles Unified School District, CA

Impact Study | Society of Women Engineers and National Society of Black Engineers, DC and VA

Meta-Analysis | Motivation and Education Research Group, CA

Relevant Work Experience

Research Associate and Project Manager | University of Southern California, Rossier School of Education, Los Angeles, CA

Senior Research Analyst and Applications Specialist| National Society of Black Engineers, Alexandria, VA

Director of Membership & Registration| National Society of Black Engineers, Alexandria, VA

Adjunct Professor | Grand Canyon University, Phoenix, AZ

Publications

Promoting an agentic orientation: An intervention in university psychology and physical science courses, Journal of Educational Psychology, 2022

Exploring the relationship between Black students' external regulation and intrinsic motivation, Motivation and Emotion, 2021

Professional Skills

- Statistical and regression analysis
- Strategic planning
- Infographic design
- Theater production
- Qualitative analysis
- Educational policy
- Program evaluation
- Membership and registration services
- Community outreach
- Interview and focus group facilitation
- Project management
- Training

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

MALENA GROSZ

KEEN INDEPENDENT CONSULTANT

Malena Grosz joined Keen Independent to support marketing strategy, graphic designs, arts and cultural planning and community engagement. Her experience includes event production, graphic design, website management and program management. As a community organizer, Malena believes that the arts are our most powerful tool for uniting people and impacting positive change.

Years of Experience: 15+
Years with Firm: 1

Education

M.F.A., Arts Entrepreneurship and Management, Arizona State University, AZ

Graduate Certificate in Nonprofit Leadership and Management, Arizona State University, AZ

B.F.A., Visual Communication (Graphic Design), Northern Arizona State University, AZ

Highlights

Host of the Party Pro Toolkit podcast

Supported proposal development and project logistics for a Meow Wolf interactive art installation

International Association of Venue Managers Member (IAVM)

Assistant Director of External Affairs for Graduate and Professional Student Association (GPSA) at Arizona State University (2018–19)

Relevant Project Experience

Arts Master Plan | City of San Marcos, TX

Feasibility Study | City of Virginia Beach art, light and innovation festival, VA

Feasibility Study | Altus City Auditorium, OK

Fundraising Assessment | Coralville Center for the Performing Arts, IA

Relevant Work Experience

Marketing Director | Flagstaff Arts Council, AZ

Managing Director | DBR Lab student artist collective at Arizona State University, AZ

Program Coordinator | CounterAct arts-based sexual violence prevention initiative, Arizona State University, AZ

Program Coordinator | M.A. Creative Enterprise and Cultural Leadership program redesign, Arizona State University, AZ

Production Coordinator | Entertainment Solutions, AZ

Curator and Event Producer | InnerSpace immersive nightlife events, AZ

Touring LED Installation Artist | Firefly Gathering, AZ; Symbiosis Gathering, CA; Sonic Bloom Festival, CO; Gem and Jam Festival, AZ; Burning Man, NV; Global Eclipse Gathering OR

Professional Skills

- Logistics and operations
- Artist management
- Event production
- Nonprofit leadership
- Creative facilitation
- Marketing and communications
- Strategic planning
- Qualitative analysis
- Data visualization
- Experience design

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

AMANDA EMBRY

KEEN INDEPENDENT CONSULTANT

Amanda Embry adds her arts and culture expertise to Keen Independent's venue management, performing arts, zoo and museum practice areas. She teaches theatrical design, production, history and management. Her professional performing arts experienc includes design, management and technical assignments for hundreds of productions in New York City, Texas, Colorado and Arizona.

Years of Experience: 20+
Years with Firm: 3

Education

M.F.A., Theatre Set and Costume Design, Southern Methodist University, Dallas, Texas

B.F.A., Theater Design and Technology, University of Evansville, Evansville, Indiana

Highlights

Co-founder/Co-artistic director of City Attic Theatre

Former Chair of Scottsdale School of Film and Theatre at Scottsdale Community College

Former board member of Del. E Webb Center for the Performing Arts

2010 Webby Award winner for best drama

National Associate of Television Program Executives (NAPTE) recognition for Best Reality TV

Member of the Scottsdale School of Film and Theatre at Scottsdale Community College

Relevant Project Experience

Feasibility Study | Town of Plainfield, IN

Feasibility Study | City of Bloomington, IN

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Market Analysis | Kalamazoo State Theatre, MI

Market Analysis | Penumbra Center for Racial Healing, MN

Relevant Work Experience

Faculty | Scottsdale Community College, AZ

Director of Theatre | Scottsdale Community College, AZ

Designer | Creede Repertory Theatre, CO

Designer | Arvada Center for the Arts and Humanities, CO

Professional Skills

- Feasibility studies
- Market research
- Operational assessments
- Program development
- Membership development
- Customer research
- Performing arts
- Set design
- Project managemen

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

15. Include an organizational chart for the team assigned to this project.

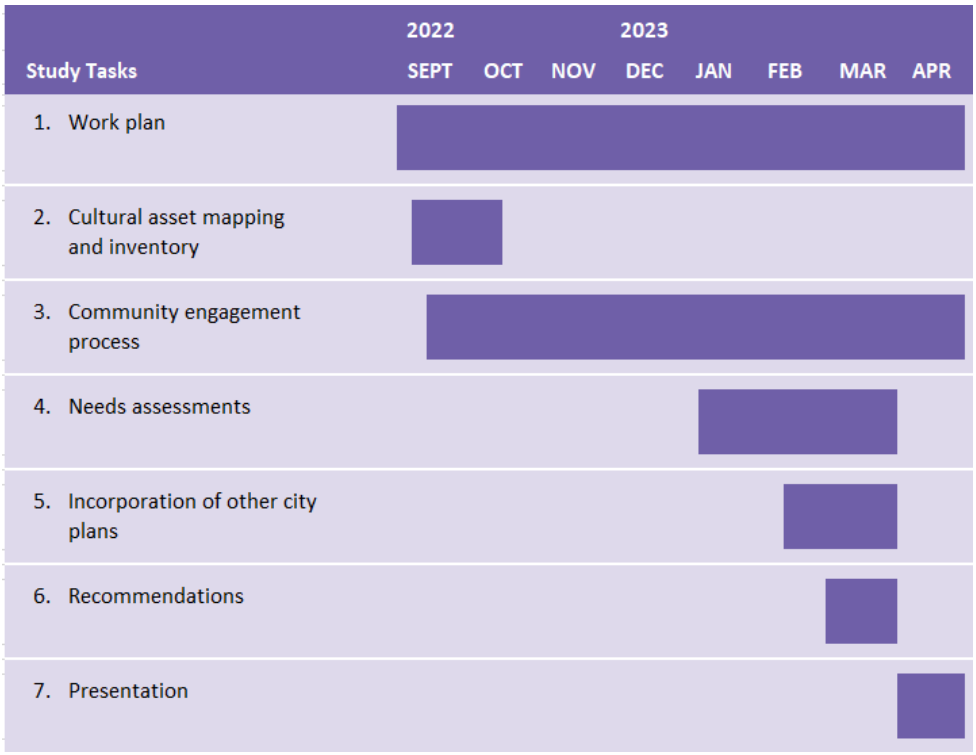
We provided resumes for eight staff members who will primarily work on this project. However, projects we undertake at Keen Independent are supported by our entire staff. The organizational chart below lists all staff members and has asterisks (*) next to the primary study team members.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

TIMELINE

16. Provide an estimated timeline for completion of the Master Plan and the capacity of the project team to fulfill the scope of services

As stated in the Fine Arts Master Plan RFP, this project schedule will span from September 2022 to April 2023. Keen Independent proposes the timeline below.



The tasks associated with the study that will inform the Fine Arts Master plan are as follows.

Task 1. Work Plan
Keen Independent will kick off this assignment by facilitating a virtual conference with City staff, members of the Fine Arts Board, members of the City Council and other key stakeholders to review the work schedule, discuss information provided by the City, refine the scope of work and develop the public involvement process. Keen Independent will provide a written work plan based on input from this kick-off meeting.

Throughout the study, Keen Independent will allow time for biweekly project-planning video conferences. At key junctures, meetings may be scheduled more often. Alex Keen will lead these sessions. Keen Independent also encourages regular phone and email correspondence.

Our work will be supported by monthly written progress reports that detail:

- Accomplishments by task;
- Status of each task;
- Any issues encountered and proposed solutions;
- Assessments of whether each task is on schedule; and
- Submission of deliverables.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Task 2. Cultural Asset Mapping and Inventory

Keen Independent will create a cultural map and inventory of assets in Celina and the surrounding communities. The map and inventory will help with identifying gaps that Celina may be able to fill.

Arts and cultural asset map. We will create a map or several maps that illustrate the location of various types of arts and cultural assets such as performance venues, museums and public art. The City of Celina has an existing map of art and parks that will serve as a foundation for this task (available at: https://celinatx.maps.arcgis.com/apps/Shortlist/index.html?appid=22fe66446c264ec391ffe8881d4a4289)

Inventory of arts and cultural assets. Keen Independent will list cultural assets in Celina and the surrounding area. We will include other relevant information such as amenity types (i.e., public art, performance venue, museum, etc.) and capacities of performance venues.

Inventory of arts and culture businesses. Keen Independent will pull a Dun & Bradstreet list of businesses within Celina and the surrounding area that are classified under relevant arts and culture Standard Industry Codes (SIC) and map their physical business locations. Dun & Bradstreet is the most current and comprehensive provider of business data available. We will pull businesses with the following SIC codes:

- 7929: Bands, orchestras, actors and other entertainers and entertainment groups;
- 7922: Theatrical producers (except motion picture) and miscellaneous theatrical services; and
- 8412: Museums and art galleries.

We may also pull businesses other SIC codes that may capture some additional businesses that contribute to public art installations and other arts and culture amenities in the area. Some examples include:

- 3229: Pressed and blown glass and glassware, not elsewhere classified;
- 3231: Glass products, made of purchased glass;
- 2395: Pleating, decorative and novelty stitching; and
- 3961: Costume jewelry and costume novelties, except precious metal.

Evaluation of public arts programs in comparable cities. Keen Independent will evaluate the public arts landscape of cities similar to Celina in size and demographics, such as Seabrook, Texas and Royse City, Texas as well as other communities on a national level. We will also evaluate the arts landscape of larger cities as benchmark cases since Celina's population is projected to grow rapidly within the next decade. In combination with public feedback, elements from this stage in the process will inform our recommendations for public arts priorities appropriate for the City of Celina.

Task 3. Public Involvement Process

The following subtasks detail our robust public involvement strategies to gauge public interest in and support for potential art manifestations in public spaces.

Task 3-a. Public outreach process. With strong market research expertise, Keen Independent is skilled at implementing innovative ways to gather input from diverse stakeholders. In addition to reaching out directly to numerous arts and community organizations and collectives, Keen Independent, in conjunction with the City, will implement the following outreach strategies.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Multipronged approach. The study team often engages external stakeholders from diverse communities to serve as a sounding board throughout the study period. External stakeholders also create added touch points and channels for community outreach and free-flow exchange of ideas. We recommend a similar multipronged outreach approach for the City of Celina while allowing room to evolve over the course of the study period.

Outreach in different languages. We understand that Celina is a diverse community with a significant portion of Hispanic and other ethnic individuals who may feel more comfortable engaging in their native (non-English) language. Keen Independent has multiple staff who are fluent in Spanish and other languages. As needed, we can offer engagement materials in other languages to accommodate these groups.

Outreach to racially minoritized groups. We understand that racially minoritized groups make up a significant portion of Celina residents. Keen Independent strives to ensure that input received is from a sample as diverse as the city being studied. To ensure this diversity in response, Keen Independent conducts targeted outreach to racially minoritized groups starting from the very beginning of the planning process. We also track the diversity of engagement throughout the planning process and adjust our plan as needed to ensure that we hear from a representative sample of the community.

Outreach to youth. To ensure a diversity of age, Keen Independent will also conduct targeted outreach to the youth of Celina. We will reach this population through direct outreach to youth programs such as the youth sports offered by the Department of Parks and Recreation, the YMCA of Metropolitan Dallas and other community organizations that serve Celina youth.

Other strategies. The study team maintains the flexibility to take advantage of new ways to enhance study communications when opportunities arise.

Task 3-b. Community engagement process. We detailed our strategies to involve municipal staff and the public in the process of the development of a Fine Arts Master Plan in our response to Question 7. To reiterate, that process includes in-depth interviews, public meetings, a virtual workshop survey, and other communications portals such as a study telephone hotline and website.

Task 4. Needs Assessment

Keen Independent will analyze stakeholder input gathered from Task 3 as well as other quantitative data gathered throughout the study to assess the needs of the Celina community. We will identify services, programming and facility needs as well as potential programs, events and locations to fulfill those needs. Recommendations to fulfill these needs will be identified in Task 6 and outlined in the implementation plan in Task 7.

Task 5. Incorporation of Other City Plans

When an initiative can fulfill the needs of multiple plans, the effort tends to be more valuable and efficient and can encourage partnerships and shared resources among departments. Keen Independent will identify relevant items from existing plans and City documents to inform the Fine Arts Master Plan. Existing plans and documents that will be observed in detail include:

- City of Celina 2018 – 2020 Strategic Plan;
- Fine Arts Board and Public Art Program Ordinance (Sec. 104.161);
- Downtown Celina Master Plan;
- City of Celina 2040 Comprehensive Plan; and
- Celina Neighborhood Vision Book.

The “Beautify and Brand Celina” goal of the City of Celina 2018 – 2020 Strategic Plan is most directly related to the effort to develop the Fine Arts Master Plan. However, efforts to accomplish other goals may aid in our plan development. For example, the “Share Our Story” goal led to the creation of a

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Communicators Group and a Citizen's Government. Keen Independent will contact these groups to ensure that their valuable experiences and expertise inform our work.

Keen Independent has done similar work identifying common goals and interests among City plans for the San Marcos Arts Master Plan.

Task 6. Recommendations

Keen Independent will present public arts recommendations within the finalized Fine Arts Master Plan document. We will include short-term, mid-term and long-term recommendations along with draft budgets regarding the following items:

- **Arts and culture program development.** We will include recommendations regarding public art such as installation themes, exhibit space, promotional events and community art projects that best fit and support the whole community and encourage diverse populations to participate. Programming recommendations will be heavily guided by public input;
- **Spaces and places where participatory and visual arts would be best highlighted**. We will identify places though public input and observations of gathering spaces and highly visible areas when touring the City;
- **Creative place-making concepts**. Creative place-making comes in many shapes and sizes. Based on public input, the study team will identify methods of creative place-making that directly respond to public wants and needs;
- **Facility usage.** We will find ways to maximize City facility usage and recommend a plan for future physical expansion and/or programmatic expansion;
- **Potential partnerships.** Through public engagement efforts, we will identify potential partnerships to enhance the delivery of arts and culture services. Partnerships may be interdepartmental or public-private partnerships;
- **Selection criteria and allocation of resources.** We will provide recommendations for the allocation of City resources towards arts and cultural programs and services based on any current or potential future gaps in the arts marketplace;
- **Funding sources.** We will identify potential funding sources for public arts projects and propose realistic funding strategies based on City resources and availability of external funds; and
- **Best practices and processes addressing other needs.** When developing recommendations to accommodate other needs not listed above (such as incorporating Celina's history and heritage or ensuring equity of representation and participation), Keen Independent will provide examples of best practices and processes to address these needs. This may include developing benchmark case studies as examples of successfully addressing specific needs.

Task 7. Implementation Plan

We will take recommendations from Task 6 and establish goals and objectives for the City to promote orderly and consistent planning and development of arts and culture. To help turn vision into strategy and then strategy into actionable plans, we will outline these goals and objectives in an implementation plan. For each recommendation, we will:

- Find which organization or collaboration of organizations could assist with achieving the recommendation;
- Outline potential cost considerations;
- Define what the City's role might be, if any; and
- Assign a timeframe for deployment of each recommendation (e.g., short-term, mid-term and long-term).

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

To ensure that this plan is actionable, realistic, phased and implementable and addresses project spending over the next five or more years, Keen Independent will also outline phasing and steps necessary for implementation. We will define quantitative and qualitative measurements of success in achieving the goals outlined in this plan and will include standards of comparisons that have been utilized by other similar communities.

COST

17. Provide the cost to provide to develop a Master plan. Include a fee schedule for future work authorizations.

    Keen Independent proposes a total cost of $54,798 to develop a Fine Arts Master Plan for the City of Celina. The fee schedule below outlines the major tasks Keen Independent will perform and the associated cost of each. This fee schedule includes two trips to Celina for community engagement efforts. If additional trips are requested, Keen Independent will charge for reimbursable travel expenses estimated at $1,000 per person, per two-day trip.

Task	**Budget**
Work plan	$5,925
Cultural asset mapping and inventory	$4,140
Community engagement process	$19,675
Needs assessment	$3,750
Incorporation of other city plans	$3,435
Recommendations	$9,028
Implementation plan	$9,025
Total	**$54,798**

City staff requests an additional three meetings be budgeted at the rate estimated in the previous paragraph. An additional $6,000 ($1,000 per person x 2 individuals x 3 meetings) will be added to the original total of $54,798 to now total $60,798.

Attachment: Exhibit A (Fine Arts Master Plan 2022-0151)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Linda Shaw, Director of Library Services
Date:	September 13, 2022
Re:	Library Master Plan 2022-0132

Action Requested:
Consider and act to award bid 2022-0132 Library Master Plan to 720 Design in an amount not to exceed $68,550.00. (Quigley)

Background Information:
On 04/28/2022, the City received responses to bid 2022-0132 for Library Master Plan. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which four hundred and forty seven vendors were notified. Three (3) responses were received.

The Library Master Plan shall independently analyze the library's current facility and services, research community needs and best practices, and make recommendations regarding library facilities over the next ten years and library services over the next five years.

An initial evaluation was conducted by Purchasing to ensure vendors met minimum qualifications. Evaluators from the department reviewed and scored each submittal based on the following criteria: Approach, Firms Experience, Project Team, Plan Development and Adoption Schedule, and Cost. After careful review staff recommends awarding to 720 Design.

The contract period is for one (1) year from October 1, 2022 with four (4) optional one (1) year renewals.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the FY23 budget and is contingent on the approval of the FY23 Budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order no earlier than October 1st, 2022.

Supporting Documents:
Tab Sheet
Scoring Summary

Agreement
Exhibit B

Staff Recommendation:
Award Bid #2022-0132

Event Number	2022-0132		**Organization**	City of Celina eBid	
Event Title	Library Master Plan		**Workgroup**	Purchasing	
Event Description	TBD		**Event Owner**	Ryan Quigley	
Event Type	RFP		**Email**	rquigley@celina-tx.gov	
Issue Date	4/4/2022 08:00:02 AM (CT)		**Phone**		
Close Date	4/28/2022 10:00:00 AM (CT)		**Fax**		

Responding Supplier	**City**	**State**	**Response Submitted**	**Lines Responded**	**Response Total**
720 design inc	Dallas	TX	4/28/2022 08:42:43 AM (CT)	0	$0.00
Group 4 Architecture, Research	South San Francisco	CA	4/28/2022 04:33:29 AM (CT)	0	$0.00
Midtown Architects LLC	Farmers Branch	TX	4/28/2022 09:47:03 AM (CT)	0	$0.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

This summary reflects all submissions received. This document acknowledges receipt of the submission and does not acknowledge responsiveness or acceptance. The City will review and determine the responsiveness based on applicable laws, procurement policy and specifications. The City provides notification to the successful firm in writing and inspection of all submissions is available at that time.

Attachment: Bid Tabulation by Supplier Spreadsheet (Library Master Plan)

Supplier Scoring Summary 2022-0132 - Library Master Plan - Scoring Round

Supplier	Rank	Score		Bid Evaluation	Approach	Experience	Qualifications	Schedule	Cost
		100			30	25	20	15	10
720 design inc	1	90.00			28	22	17	15	8
Group 4 Architecture, Research	2	84.00			27	21	18	12	6
Midtown Architects LLC	3	61.25			17	14	12	9	10
		78.42			**23.92**	**19.08**	**15.50**	**11.92**	**8.00**

Attachment: Scoring Summary Tab (Library Master Plan)

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **720 Design** (hereinafter referred to as the "Provider") for **Library Master Plan**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of the Project is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following **Exhibit A: RFP #2022-0132 Library Master Plan** in accordance with the terms and conditions as set forth in this Agreement and in **Exhibit B**, attached hereto and incorporated herein by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit B: Scope of Work.** Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.

3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately. The project timeline is outlined in **Exhibit B.**

4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from October 1, 2022 to September 30, 2023. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred as specified in **Exhibit B**.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit B.**

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with **Exhibit A**. Invoices should be emailed to accountspayable@celina.gov.

8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.

9. **INFORMATION PROVIDED BY THE CITY**. Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.

10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit A.** Failure to maintain the required insurance may result in immediate termination of this Agreement.

11. **INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, REASONABLE DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE,**

Attachment: Final Agreement for Library Master Plan 720 Design Partially Executed 6-13-22 (Library Master Plan)

SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND TO THE EXTENT ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of **Exhibit B.** If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Attachment: Final Agreement for Library Master Plan 720 Design Partially Executed 6-13-22 (Library Master Plan)

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.

17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.

1. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall endeavor to perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider stipulates to the City that all Services will be performed in compliance with the published and applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other

Attachment: Final Agreement for Library Master Plan 720 Design Partially Executed 6-13-22 (Library Master Plan)

than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina	**Provider**
Attn: Contracts	720 Design
142 N. Ohio	9003 Oakpath Ln
Celina, TX 75009	Dallas, TX 75243-6353
contracts@celina-tx.gov	marndt@720design.net

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **CONFLICT.** If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the RFP, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFP, the RFP shall control.

27. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

28. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

29. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this _____day of_____, 2022.

CITY OF CELINA

_____
Jason Laumer, City Manager

_____
Date

PROVIDER

_____
Maureen Arndt, 720 design Founding Principal
Type/Print Name and Title

June 10, 2022
Date

Attachment: Final Agreement for Library Master Plan 720 Design Partially Executed 6-13-22 (Library Master Plan)

EXHIBIT B: Compensation
720 design CELINA COMMUNITY LIBRARY
REVISED 6/13/2022

Life Connected.

		Comments
MASTER PLAN		
Project Management and expenses (printing, mileage)		
Programming Information Gathering and Analysis		demographics, population, peer cities
Pre-meeting to discuss data		virtual
Meeting prep		
Kick off Meeting #1 and Interviews		on site
Prepare, host, analysis of Online survey (lump sum)		
Meeting documentation		
Benchmarking and Standards		
Tour Library and Interview staff		
Prepare discussion guide for Leadership/Stakeholders		
Library Discovery Tours		does not include travel expenses if out of town
Community Meeting Prep		
Community Input Meetings (3)		hybrid townhall format utilizing Poll Everywhere
Community Meeting Documentation		
Community Stakeholder/Leadership Interviews (9)		on site
Prepare working space needs		
Meeting #2: Space Needs Development		virtual
Revise working program		
Technology Workshop		NV5 Leads virtually
Meeting #3: Review Recommendations		virtual
Update program		
Meeting #4: Draft Programming Report Review		virtual
Final Document prep in house tasks		
Final Presentation (one)		on site
Prepare and submit final report		
Meeting #5: Final Master Plan report and staff training		virtual
One year report review		includes 6 hours
Three year maser plan update		includes 8 hours
Master Plan Subtotal	**$58,550**	
Other Services to be determined as needed:	**$10,000**	
Additional Community Input Meetings:		Townhall format
Hybrid Community Meetings (720 in person)	$2,520	(3) Meeting minimum
Virtual Community Meetings	$432	
Open House Community Meetings	$3,360	prep and meeing
Onsite Events	hourly	
Additional Presentations (Council, Library Board)	$1,680	
Other miscellaneous services to be determined		
Master Plan TOTAL	**$68,550**	

Hourly Rate for additional meetings or other services not detailed:

Maureen Arndt	$210
Project Manager	$180
Drafting/Project Architect	$180
Online Survey and Marketing Management	$155

Attachment: Exhibit B (Library Master Plan)

720 design CELINA COMMUNITY LIBRARY
REVISED 6/13/2022
Graphic Design

Life Connected.

Attachment: Exhibit B (Library Master Plan)

Life Connected.

June 13, 2022

EXHIBIT B: Scope of Work

PROPOSAL PRESENTED TO: Celina Public Library Master Plan

Re: Celina Public Library Master Plan

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

PROJECT GOALS AND OBJECTIVES:

This proposal is for 720 Design Inc. to facilitate the creation of a library master plan for facilities and services including Benchmarking, Stakeholder Interviews, Community Input through focus groups and an online survey, and Discovery Tours related to determining the needs for the future of the Celina Public Library.

The library master plan will

- Analyze the current facilities and services;
- Research community needs and relevant best practices;
- Make recommendations regarding library facilities over the next 10 years and services over the next 5 years.

SCOPE OF SERVICES:

Data Gathering:
Prior to the first meeting gather the as much as the following information as possible:

- Original Library Plans
- Existing site plan/plat/survey
- City planning population projections
- Circulation stats by genre for one year (2019)
- Program attendance (by age group) stats for one year (2019)
- Collection Development Plans
- Strategic and/or Long-Range Plan for Library
- Technology Plan
- Technology Inventory, to include current computer counts
- Number of reader seats in the library
- Library Organizational chart and staffing projections
- City-wide master plans that include the library

Prior to initial meeting:

- Pre-kick off meeting

Meeting #1 "Kick Off" and interviews (on site)

- Identify Process, Schedule, Goals and Criteria for Success
- Discuss stakeholders expectations and pre-conceived notions
- Identify libraries for discovery tours
- Review online survey questionnaire sample questions
- Discuss Leadership/Stakeholder discussion guide, goals, and scheduling
- Strategize on community input opportunities, format, and schedule
- Identify peer libraries

Staff Stake holder interview:

- Interview staff in their current space to determine required workflow and space requirements

Attachment: Exhibit B (Library Master Plan)

Environmental Scan:

- Meet with Planning
- Peer benchmarking against up to (4) Texas Peer Libraries, collection development plan, technology plan, and staff space standards.
- SWOT analysis workshop

Discovery Tours of other Libraries – in person or virtual

- In person visits to similar sized libraries in the DFW region for lessons learned and current best practices with library staff and stakeholders are an additional service.
- Virtual tours of Seguin and/or other libraries are included in the base fee.
- The tours allow the library and design team to develop a "common" language to utilize throughout the programming process for discussions on spaces and sizes.

Community Focus Group Meetings

- Includes preparation of custom virtual and interactive focus group content and questions for three (3) interactive virtual Town Hall sessions over two days. The meetings may include the history of the Celina Public Library, Future and Trends for Library Services, and example images of potential library services for interactive voting by participants both in person and via Zoom.
- Additional meetings or alternate formats may be included in optional services.

Online community survey

- 720 design will assist the library in preparing a web-based survey of the community for library amenities, services, and programs. The design team will be responsible for developing the survey questionnaire (one round of revisions) with a series of quantitative questions and one qualitative open end question; recommending strategies to ensure maximum participation; analyzing the data; and summarizing key findings.

Leadership/Stakeholder Interviews

- Includes preparation of custom virtual and in person leadership interviews for up to (9) community leaders. To understand the perception of the library in the community and opportunities for the library to contribute to community challenges and solutions. (ie How can the library support economic development?)

Technology Workshop:

- Review of existing structural components of the existing library for expansion (horizontal or vertical)
- A written report of the results will be provided.

Meeting #2: Space Needs Development

- Presentation of Preliminary space program recommendations based on Texas Library Standards, Community "Wish List" , best practices.
- Set priorities and identify opportunities for multi-use and partnerships.

Meeting #3: Review Recommendations

- Discuss recommendations and cost implications.

Meeting #4: Draft Master Plan Review

- Draft review of Master Plan
- Staff Training

Attachment: Exhibit B (Library Master Plan)

Meeting #5: Final Master Plan Review

- Final review of Master Plan
- Address final comments

One presentation of final master plan is included in the base fee.

Prepare and submit final report.

Conduct and facilitate one year (up to six hours for meeting and updates) and three-year review (up to eight hours for meeting and updates).

KEY PERSONNEL:
Maureen Arndt shall serve as Project Manager, providing day-to-day client contact and project management.
Susannah Hills, 720 design, shall serve as Interiors Project Manager
Mary Cook, NV5, shall serve as Technology Consultant

Reimbursable Expenses: Local travel expenses (meals, mileage) are included in the fee. Expenses include renderings, pdf transfer to Revit or scan to PDF for existing plans and printing, or out of town travel. Reimbursables will be billed at 1.10% of actual costs.

Change of Service: Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the Owner will be received before any additional services are executed.

SCHEDULE:
The schedule will be developed in conjunction with the owner for this project.

All meetings and presentations as itemized above shall take place virtually (via Teams or Zoom) or at the Celina Public Library unless specified otherwise.

Submitted by:

Approved by:

_____ _____

Maureen Arndt, AIA, IIDA 6/13/22
President
720 Design Inc.

Name/Title Date

Enclosures: General Conditions

Attachment: Exhibit B (Library Master Plan)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: Celina Real Estate MOU (Glasgow)

Action Requested:
Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Celina Real Estate, LLC for Right-of-Way Dedication along Colorado Drive and Beech Street. (Glasgow)

Background Information:
Staff met with Celina Real Estate and discussed the development of the Downtown Inner Loop Phase I along Colorado Drive and Beech Street. The rear-in parking spaces proposed along Beech and Colorado require an additional seven and a half feet (7.5') of right-of-away (ROW) from the properties owned by Celina Real Estate. In exchange for the ROW dedication, the City would abandon the existing ROW alley between Colorado Drive and N. Ohio Street. The City will retain easements along the alley for the maintenance of existing City and franchise utilities.

Board Review/Citizen Input:
None

Alternatives:
Do not construct rear-in parking along Colorado and Beech.

Financial Considerations:
None

Legal Review:
City Attorney has reviewed and approved.

Supporting Documents:
Agreement and Exhibits

Staff Recommendation:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CELINA, TEXAS, AND CELINA REAL ESTATE LLC

This nonbinding Memorandum of Understanding (the "**MOU**") is made and entered into by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "**City**"), located in Collin and Denton Counties, and Celina Real Estate, LLC, a Texas limited liability company (hereinafter referred to as the "**CRE**"), both hereinafter known as the "**Parties**". This MOU shall be effective on the date of last signature of the hereinafter defined Parties (the "**Effective Date**")

RECITALS:

WHEREAS, CRE owns certain properties in and around the City, depicted in **Exhibit A** ("**Properties**"); and

WHEREAS, both the City and CRE desire to have areas abutting the Properties to be developed into public pedestrian space and parking for use by CRE and the public; and

WHEREAS, the City desires to obtain right-of-way (ROW) from CRE in the areas abutting the Properties, as shown in **Exhibit B**, in exchange for providing maintenance to the ROW's and other considerations described in this MOU; and

WHEREAS, the Parties have determined that they have the authority to enter into this MOU.

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

1. Agreement. The Parties agree to use best efforts to finalize the terms and conditions of the agreements, conveyance instruments, and other documents memorialized in this MOU ("**Agreement Documents"**) as soon as practicable, each requiring approval by the City Council of the City ("**City Council**"). The terms and conditions of the Agreement Documents are as follows:

A. The Parties agree that CRE will dedicate fifteen (15) feet of ROW to the City along the properties abutting Colorado Street and Beech Street, as depicted in the blue areas on **Exhibit B** (the "**ROW Dedications**"). CRE will dedicate seven and a half (7.5) feet of ROW adjacent to such streets at the commencement of the City's Downtown Inner Loop Phase I project. CRE will dedicate the remaining seven and a half (7.5) feet of ROW at the time of development of each of the Properties, less any identified future access areas as noted in 1B, if any, which ROW shall be used for sidewalk, access, utilities, drainage, landscaping, etc. purposes. The conveyance documents used for the ROW Dedications shall be reasonably agreed upon by the City and CRE.

B. The Parties agree that future development and access needs regarding the Properties are unknown at the Effective Date of this MOU. As consideration for the ROW Dedications, and in order to accommodate future development, the Agreement Documents

Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

contemporaneously entered into with the ROW Dedications will provide that upon written notice to City, CRE shall have the right to remove parking spaces, sidewalks, trees, and landscaping in the ROW Dedications on any future development for access to the Properties. CRE shall be responsible for costs associated with restoring sidewalks, trees, shrubs, and electrical and irrigation services within the ROW Dedications if disturbed per the City-approved plans. CRE will not be responsible or required to replace any parking spaces which are located within any of the ROW Dedications. Any areas identified as future access for the Properties will be released of record and/or reconveyed to CRE, in accordance with applicable laws, by the City. The Agreement Documents shall expressly waive any tree mitigation required by the City's Code of Ordinances in connection with CRE's future development.

C. City shall abandon the alley connecting Colorado and Ohio to the benefit of CRE, but only in connection with the City's future expansion of downtown square with north/south pedestrian access to Celina City Hall ("**City Hall**"), as depicted on **Exhibit A,** and work with franchise utilities to accommodate north/south utilities. Easements for City owned utilities will be secured simultaneously with the alley abandonment. Access to 309 W. Pecan Street shall be retained by City through a shared access agreement to be executed by the parties.

D. CRE shall provide City with a cross-access easement, as depicted in **Exhibit B**, to facilitate access to City parking behind existing City Hall with the understanding that said easement terminates the earlier of (i) CRE's development of adjacent property, or (ii) demolition of the existing City Hall building. In the event CRE development occurs first, CRE will provide a minimum of six (6) months' written notice to the City to relocate, at the City's cost, access to the rear of the City Hall parking lot. The cross-access easement will be released of record at the end of the 6 month period.

E. The total effect of the change in landscape and building setback areas for the properties that CRE will grant ROW Dedications for parking is not fully known at this time. City will use good faith to work with CRE on future plans regarding a waiver or reduction on landscaping and setback requirements to accommodate future development on said Properties.

F. If the existing City Hall building is demolished and the vacant lot becomes available for sale or exchange, and if permitted by state law, CRE shall have a first right of refusal to purchase or exchange land owned by CRE for the vacant site for fair market value at such time as determined by appraiser selected by Parties. The Parties acknowledge that the intent of this provision is that the City Master Plan dated July 2021 shows various future City Improvements on properties currently owned by CRE and CRE has identified all or part of this lot as a possible purchase/exchange property. A final determination of the City Master Plan improvements and the acquisition of same have not been determined.

2. Purpose. The purpose of this MOU is to establish a basic framework for negotiating the Agreement Documents. This MOU is expressly conditioned upon and subject to the Parties entering into a mutually satisfactory understanding as to all aspects of the proposed transaction. Accordingly, this MOU shall not be binding upon the Parties in any way.

Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

3. Recitals. The recitals contained in this MOU (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this MOU, (c) reflect the final intent of the Parties with regard to the subject matter of this MOU, and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this MOU, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

4. Remedies. The Parties contemplate that the Agreement Documents shall, to the extent allowed by law, contain remedies to the obligations described in Section 1 herein not being met by City.

5. Notices. All notices required or contemplated by this MOU (or otherwise given in connection with this MOU) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) 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) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To the City:
City of Celina
142 North Ohio Street
Celina, Texas 75009
Attention: City Manager
Telephone: (972) 283-2682
Email: jlaumer@celina-tx.gov

With a copy to:
Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Email: Julie@txmunicipallaw.com

Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

To CRE:	Celina Real Estate, LLC 16400 Dallas Parkway, Suite 100 Dallas, Texas 75248 Attn: Doug Smith, General Counsel Telephone: (214) 368-6100, Ext. 2187 Email: dougsmith@elandenergy.com
With a copy to:	Mr. Van Nichols 1341 S. Preston Road Suite C Celina, Texas 75009 Telephone: (214) 533-7166 Email: vannichols@aol.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Parties. If any date or any period provided in this MOU ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

6. Limitations of Agreement. The Parties hereto acknowledge that this MOU is limited to the matters specifically required herein. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, thoroughfare, water and sewer impact fees, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this MOU does not waive or limit any of the obligations of the Parties under any other ordinance or agreement, whether now existing or in the future arising.

7. Immunity and Defenses. It is expressly understood and agreed that, in the execution of this MOU, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this MOU, the parties do not create any obligations, express or implied and this MOU shall not create any rights in Parties who are not signatories. The Parties do contemplate that the Agreement Documents will be binding and enforceable against the Parties.

8. Exhibit. The following exhibits are attached to, referenced herein, and incorporated into this MOU and a part of this MOU:

Exhibit A Properties
Exhibit B ROW Dedications

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

EXECUTED by the City and CRE on the respective dates stated below.

CITY OF CELINA

_____
Jason Laumer, City Manager

Date: _____

ATTEST:

_____
Lauren Field, Deputy City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022 by Jason Laumer, the City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

CELINA REAL ESTATE, LLC,
a Texas limited liability company

_____

_____, _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2022 by _____, of Celina Real Estate, LLC**,** a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

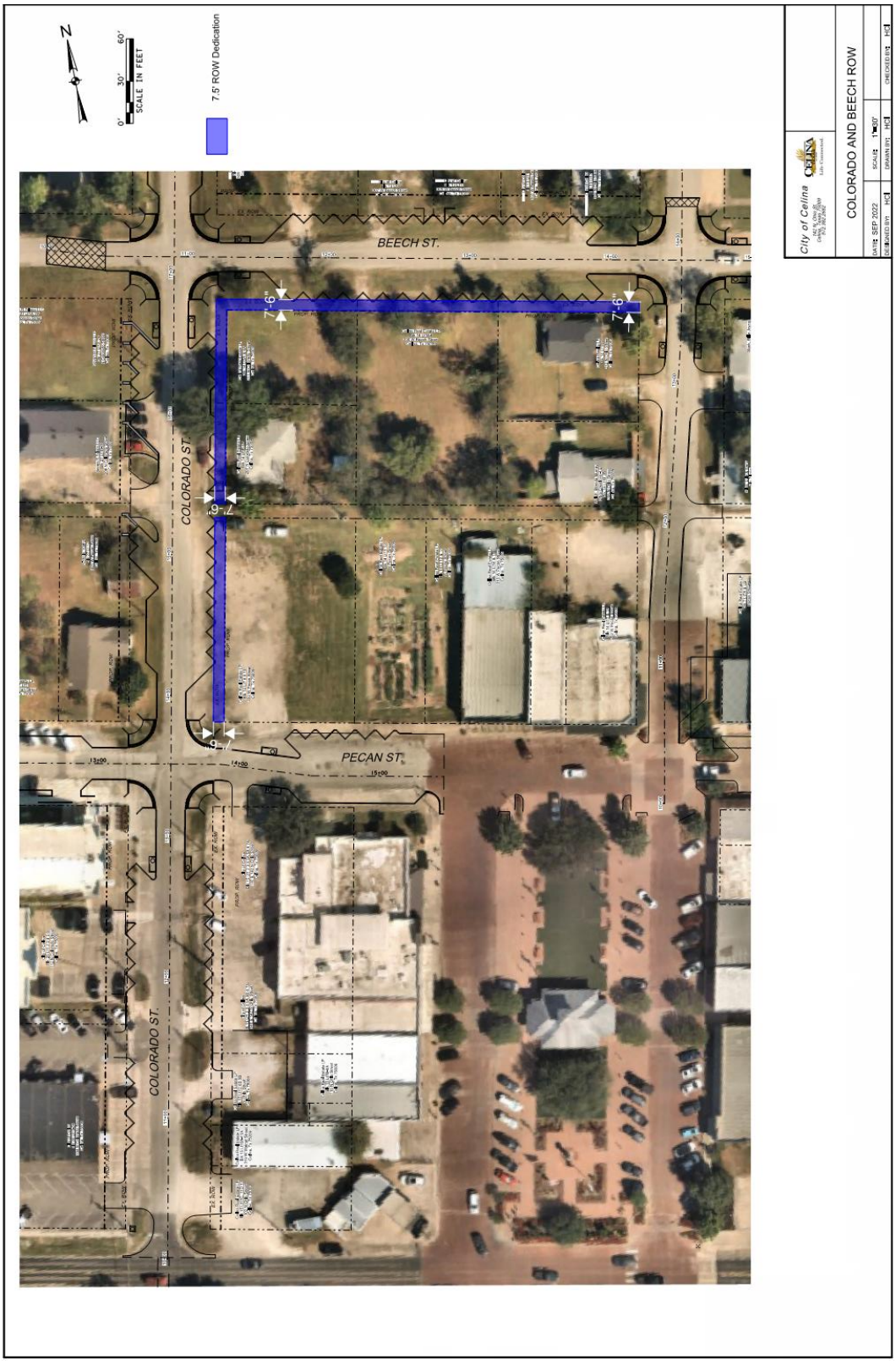
Commission Expires:_____

Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

EXHIBIT A
Properties

Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

Exhibit B
ROW Dedications



Attachment: MOU with CRE for Celina Square ROW Dedication v12 Final (Celina Real Estate MOU)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Lauren Field, City Secretary
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: November Special Election Contracts

Action Requested:
Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Field)

Background Information:
The November 8, 2022 Special Election will require services and voting equipment to be provided by Collin and Denton County Elections Administrators.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
The estimated cost of the Collin County contract is approximately $22,465.
The estimated cost of the Denton County contract will be calculated once all of the voting locations and number of entities participating have been finalized.

Legal Review:

Supporting Documents:
Contracts attached.

Staff Recommendation:

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE BELOW LISTED POLITICAL SUBDIVISIONS
("Participating Political Subdivisions")

CITY OF CARROLLTON
CITY OF CELINA
CITY OF DALLAS
CITY OF JOSEPHINE
CITY OF LAVON
CITY OF LOWRY CROSSING
CITY OF MCKINNEY
CITY OF PRINCETON
CITY OF SACHSE
CITY OF WESTON
ANNA INDEPENDENT SCHOOL DISTRICT
BLAND INDEPENDENT SCHOOL DISTRICT
LEONARD INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
PLANO INDEPENDENT SCHOOL DISTRICT
PRINCETON INDEPENDENT SCHOOL DISTRICT
TRENTON INDEPENDENT SCHOOL DISTRICT
WYLIE INDEPENDENT SCHOOL DISTRICT
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 5
EAST COLLIN COUNTY MUNICIPAL UTILITY DISTIRCT NO. 1
NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
RAINTREE MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY
RIVERFIELD MUNICIPAL UTILITY DISTRICT NO. 1 OF HUNT AND COLLIN COUNTIES
VAN ALSTYNE MUNICIPAL UTILITY DISTRICT NO. 3 OF COLLIN COUNTY
VERONA SPECIAL UTILITY DISTRICT
WYLIE NORTHEST SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

Attachment: contract for elections_collin county (Election Contracts)

1) ADMINISTRATION AND STATUTORY AUTHORITY

a) Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivision.

b) The contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating in the Joint Election to be held in Collin County, Texas on Tuesday, November 8, 2022, under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

a) The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

i) The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County website.

ii) The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.

iii) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center will use his/her discretion to determine when additional workers are needed, during peak voting hours.

iv) The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.

(1) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.

(2) Election judges shall be responsible for picking up and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be $25.00.

v) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive $15.00 per hour, each alternate judge shall receive $14.00 per hour for, and each clerk shall receive $13.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

b) The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

i) The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.

ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.

iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

Attachment: contract for elections_collin county (Election Contracts)

(1) Equipment includes the rental of ExpressVote Universal voting machines, ExpressTouch curbside voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.

(2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

3) The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
   a) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
   b) The Contracting Election Officer shall select the Early Voting Polling Locations and arrange for the use of each.
   c) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the early voting dates and times and at the locations listed in Exhibit "A" attached and incorporated by reference into this Election Services Contract.
   d) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
      i) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
      ii) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
   e) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.

4) The Contracting Election Officer shall select the Election Day Vote Centers and arrange for the use of each.
   a) The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
   b) The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this Election Services Contract.

5) The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Greisbach.
   a) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
   b) The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The Contracting Election Officer will post the required Notice of Logic and Accuracy testing.
   c) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
   d) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
   e) The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.

Attachment: contract for elections_collin county (Election Contracts)

i) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

f) The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

6) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

a) The Participating Political Subdivisions shall assume the following duties:

i) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. Each Participating Political Subdivision is required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.

ii) The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, August 26, 2022.

iii) The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.

(1) The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, August 29, 2022, the official wording for the Participating Political Subdivision's November 8, 2022, Joint General and Special Election.

(2) The Participating Political Subdivisions shall approve the "blue line" ballot format within 24 hours of receiving the proof and prior to the final printing.

iv) The Participating Political Subdivisions shall share in the cost and compensate the Contracting Election Officer for all associated cost including any additional verified cost incurred in the process of running this election or for a manual count, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

b) The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, September 23, 2022. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "for election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.

c) The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivision.

d) COST OF SERVICES. See Exhibits "C" and "D"

Attachment: contract for elections_collin county (Election Contracts)

f) GENERAL PROVISIONS

i) Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's November 8, 2022, Joint General and Special Election is to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

ii) Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.

iii) A Participating Political Subdivision canceling their election pursuant to Section 2.053 of the Texas Election Code shall pay the Contracting Officer a contract preparation fee of $75.00 and will not be liable for any further costs incurred by the Contracting Officer.

iv) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

Attachment: contract for elections_collin county (Election Contracts)

WITNESS BY MY HAND THIS ____DAY OF _____2022.

_____
Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS 13th DAY OF SEPTEMBER 2022.

ATTEST:

By: _____
Sean Terry, Mayor
City of Celina

_____
Lauren Field, City Secretary
City of Celina

Attachment: contract for elections_collin county (Election Contracts)

November 8, 2022
General and Special Election
Collin County Early Voting Locations, Dates and Hours

Polling Place	Address	City
Collin County Elections - Main	2010 Redbud Blvd, Ste. 102	McKinney 75069
Allen ISD Service Center-Main Lobby	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility- Community Room	301 Century Parkway	Allen 75013
Anna ISD Board Room-Board Room	201 E. 7th Street	Anna 75409
Blue Ridge ISD Administration Building-Board Room	318 West School Street	Blue Ridge 75424
Carpenter Park Recreation Center- South Lobby	6701 Coit Road	Plano 75024
Collin College Celina Campus-Atrium	2505 Kinship Parkway	Celina 75009
Collin College Farmersville Campus-Atrium	501 S. Collin Parkway	Farmersville 75442
Collin College Frisco Campus-Bldg J Room 113	9700 Wade Blvd.	Frisco 75035
Collin College Higher Education Center-Atrium	3452 Spur 399	McKinney 75069
Collin College McKinney Campus Hallway D Atrium	2200 University Drive	McKinney 75071
Collin College Plano Campus-Atrium D Square	2800 Spring Creek Parkway	Plano 75074
Collin College Wylie Campus- Lobby	391 Country Club Road	Wylie 75098
Davis Library-Programs Room	7501A Independence Pkwy	Plano 75025
Frisco Fire Station #8- Training Room	14700 Rolater Road	Frisco 75034
Gay Library-Programs Room	6861 W. Eldorado Pkwy	McKinney 75070
Haggard Library-Programs Room	2501 Coit Road	Plano 75075
Josephine City Hall-Council Chambers	201 Main Street	Josephine 75173
Lavon City Hall-Gymnasium	120 School Road	Lavon 75166
Lovejoy ISD Administration Bldg-Protable #1 Training Room	259 Country Club Road	Allen 75002
Lucas Community Center- Community Room	665 Country Club Road	Lucas 75002
McKinney Fire Station #5- Community Room	6600 W Virginia Parkway	McKinney 75070
McKinney Fire Station #7- Community Room	861 Independence Parkway	McKinney 75070
McKinney Fire Station #9- Community Room	4900 Summit View Drive	McKinney 75071
McKinney Fire Station #10- Community Room	1150 Olympic Crossing	McKinney 75071
Melissa City Hall- Municipal Court Room, 1st Floor	3411 Barker Avenue	Melissa 75454
Murphy Community Center-Adams Room	205 N. Murphy Road	Murphy 75094
Old Settlers Recreation Center- North Lounge	1201 E Louisiana St	McKinney 75069
Parker City Hall- Council Chambers	5700 E. Parker Road	Parker 75002
Parr Library- Programs Room	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center-Lobby	2700 W. 15th Street	Plano 75075
Princeton Community Center- Community Room	416 N 4th Street	Princeton 75407
Prosper Town Hall- Community Room	250 W. First St.	Prosper 75078
Renner-Frankford Library- Programs Room	6400 Frankford Road	Dallas 75252
Roy and Helen Hall Library- Programs Room	101 E Hunt Street	McKinney 75069
Shiloh Missionary Baptist Church- Fellowship Hall	920 E 14th Street	Plano 75074
Technology Services-Training Room	1117 E 15th Street	Plano 75074
The Grove at Frisco Commons-Community Room	8300 McKinney Road	Frisco 75034
Wylie Senior Recreation Center- Dinning Room	800 Thomas Street	Wylie 75098

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23-Oct	24-Oct Early Voting 8am – 5pm	25-Oct Early Voting 8am – 5pm	26-Oct Early Voting 8am – 5pm	27-Oct Early Voting 8am – 5pm	28-Oct Early Voting 8am – 5pm	29-Oct Early Voting 7am – 7pm
30-Oct Early Voting 11am-5pm	31-Oct Early Voting 7am – 7pm	1-Nov Early Voting 7am – 7pm	2-Nov Early Voting 7am – 7pm	3-Nov Early Voting 7am – 7pm	4-Nov Early Voting 7am – 7pm	5-Nov
6-Nov	7-Nov	8-Nov Election Day 7am – 7pm	9-Nov	10-Nov	11-Nov	12-Nov

Attachment: contract for elections_collin county (Election Contracts)

Election Day Vote Centers- November 8, 2022 General and Special Election
7AM-7PM

Polling Place	Address	City
Aldridge Elementary School-Gymnasium	720 Pleasant Valley	Richardson 75080
Allen ISD Service Center-Main Lobby	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility- Community Room	301 Century Parkway	Allen 75013
Anna ISD Board Room-Board Room	201 E. 7th Street	Anna 75409
Armstrong Middle School- Small Gym	3805 Timberline Drive	Plano 75074
Barksdale Elementary School- Gymnasium	2424 Midway Road	Plano 75093
Bethany Elementary School- Gymnasium	2418 Micarta Drive	Plano 75025
Blue Ridge ISD Administration Building-Board Room	318 West School Street	Blue Ridge 75424
Bowman Middle School- Cafeteria	2501 Jupiter Road	Plano 75074
Carpenter Middle School-Gymnasium	3905 Rainier Road	Plano 75023
Carpenter Park Recreation Center- South Lobby	6701 Coit Road	Plano 75024
Chandler Elementary School- Gymnasium	1000 Water Oak Drive	Allen 75002
Children's Health Starcenter-Lobby	6993 Stars Ave	McKinney 75070
Christ the Servant Lutheran Church-Fellowship Hall	821 S Greenville Ave	Allen 75002
Clark High School-Conference Room 100W	523 Spring Creek	Plano 75023
Collin College Celina Campus-Atrium	2505 Kinship Parkway	Celina 75009
Collin College Farmersville Campus-Atrium	501 S. Collin Parkway	Farmersville 75442
Collin College Frisco Campus-Bldg J Room 113	9700 Wade Blvd.	Frisco 75035
Collin College Higher Education Center-Atrium	3452 Spur 399	McKinney 75069
Collin College McKinney Campus Hallway D Atrium	2200 University Drive	McKinney 75071
Collin College Plano Campus-Atrium D Square	2800 Spring Creek Parkway	Plano 75074
Collin College Wylie Campus- Lobby	391 Country Club Road	Wylie 75098
Collin County Elections- Voting Room	2010 Redbud Blvd, Ste. 102	McKinney 75069
Comerica Center-Lobby	2601 Avenue of the Stars	Frisco 75034
Community North Baptist Church-Fellowship Hall	2500 Community Ave	McKinney 75071
Curtis Middle School-Gymnasium	1530Rivercrest Blvd	Frisco 75002
Daffron Elementary School-Gymnasium	3900 Preston Meadow Drive	Plano 75093
Davis Library-Programs Room	7501A Independence Pkwy	Plano 75025
East Plano Islamic Center- Multipurpose Room	4700 14th Street	Plano 75074
Ereckson Middle School-Gymnasium	450 Tatum Drive	Allen 75013
Evans Elementary School-Gymnasium	1225 Walnut Springs Dr	Allen 75013
First Baptist Church Branch- Fellowship Hall	7011 FM 546	Princeton 75407
Ford Middle School- Gymnasium	630 Park Place	Allen 75002
Fowler Middle School-Gymnasium	3801 MCDermott Road	Plano 75025
Frankford Middle School-Gymnasium	7706 Osage Plaza Parkway	Dallas 75252
Frisco Fire Station #8- Training Room	14700 Rolater Road	Frisco 75034
Frisco ISD Construction Services- Board Room	12025 Rolater Road	Frisco 75035
Gateway Prosper Campus-Fellowship Hall	4255 E Prosper Trail	Prosper 75078
Gay Library-Programs Room	6861 W. Eldorado Pkwy	McKinney 75070
Haggar Elementary School- Gymnasium	17820 Campbell Road	Dallas 75252
Haggard Library-Programs Room	2501 Coit Road	Plano 75075
Haun Elementary School-Gymnasium	4500 Quincy Lane	Plano 75024
Hickey Elementary School- Gymnasium	4100 Coldwater Creek	Plano 75074
Hightower Elementary School-Gymnasium	2601 Decator Drive	Plano 75093
Hunt Elementary School-Gymnasium	415 Oriole Drive	Murphy 75094
Hunt Middle School- Gymnasium	4900 Legendary Drive	Frisco 75034
Islamic Association of Collin County-Multipurpose Room	6401 Independence Pkwy	Plano 75023
Josephine City Hall-Council Chambers	201 Main Street	Josephine 75173
Lavon City Hall-Gymnasium	120 School Road	Lavon 75166
Lovejoy ISD Administration Bldg-Protable #1 Training Room	259 Country Club Road	Allen 75002
Lowry Crossing City Hall-Counsil Chambers	1405 S. Bridgefarmer Road	McKinney 75069
Lucas Community Center- Community Room	665 Country Club Road	Lucas 75002

Attachment: contract for elections_collin county (Election Contracts)

Election Day Vote Centers- November 8, 2022 General and Special Election
7AM-7PM

Polling Place	Address	City
Maus Middle School- Gymnasium	12175 Coit Road	Frisco 75035
McCall Elementary School-Gymnasium	6601 Cloverhaven Drive	Plano 75074
McKinney Fire Station #5- Community Room	6600 W Virginia Parkway	McKinney 75070
McKinney Fire Station #7- Community Room	861 Independence Parkway	McKinney 75070
McKinney Fire Station #9- Community Room	4900 Summit View Drive	McKinney 75071
McKinney Fire Station #10- Community Room	1150 Olympic Crossing	McKinney 75071
McMillen High School- Gymnasium	750 N Murphy Road	Murphy 75094
Melissa City Hall- Municipal Court Room, 1st Floor	3411 Barker Avenue	Melissa 75454
Miller Elementary School- Gymnasium	5651 Coventry Drive	Richardson 75082
Murphy Community Center-Adams Room	205 N. Murphy Road	Murphy 75094
Myers Event Center- The Landing	7117 CR 166	McKinney 75071
Nelson Middle School-Gymnasium	10100 Independence Pkwy	Frisco 75035
Old Settlers Recreation Center- North Lounge	1201 E Louisiana St	McKinney 75069
Otto Middle School- Gymnasium	504 N Star Road	Plano 75074
Parker City Hall- Council Chambers	5700 E Parker Road	Parker 75002
Parr Library- Programs Room	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center-Lobby	2700 W. 15th Street	Plano 75075
Preston Elementary School- Gymnasium	2455 Hilliard Drive	Allen 75013
Princeton Community Center- Community Room	416 N 4th Street	Princeton 75407
Prosper Town Hall- Community Room	250 W. First St.	Prosper 75078
Rasor Elementary School- Gymnasium	945 Hedgcox Road	Plano 75025
Renner-Frankford Library- Programs Room	6400 Frankford Road	Dallas 75252
Roach Middle School- Gymnasium	12499 Independence Pkwy	Frisco 75035
Roy and Helen Hall Library- Programs Room	101 E Hunt Street	McKinney 75069
Royse City ISD Mike McKinney Maint Facility- Training	1420 FM 1777	Royse City 75189
Sam Johnson Recreation Center- Gymnasium	401 W 16th Street	Plano 75075
Seis Lagos Community Services Association-Main Room	222 Seis Lagos Trail	Wylie 75098
Shepton High School-Gymnasium	5505 Plano Pkwy	Plano 75093
Shiloh Missionary Baptist Church- Fellowship Hall	920 E 14th Street	Plano 75074
Sigler Elementary School-Gymnasium	1400 Janwood Drive	Plano 75075
Slaughter Elementary School-Gymnasium	2706 Wolford Ave	McKinney 75071
Southfork Mobile Home Park-Community Room	216 Southfork Blvd	Wylie 75098
Staley Middle School -Gymnasium	6927 Stadium Drive	Frisco 75033
Stinson Elementary School- Gymnasium	4201 Greenfield Drive	Richardson 75082
Stonebridge United Methodist Church-Fellowship Hall	1800 S Stonebridge Drive	McKinney 75072
Technology Services-Training Room	1117 E 15th Street	Plano 75074
The Grove at Frisco Commons-Community Room	8300 McKinney Road	Frisco 75034
Tom Muehlenbeck Recreation Center- Meeting Room B	5801 W Parker Road	Plano 75093
UTD Campus- Callier Clinical Research Center- Lobby	811 Synergy Park Blvd	Richardson 75080
Valley Creek Elementary- Gymnasium	2800 Valley Creek Trail	McKinney 75070
Vandeventer Middle School- Gymnasium	6075 Independence Pkwy	Frisco 75035
Verona Baptist Church- Fellowship Hall	7204 FM 1377	Blue Ridge 75424
Weston Community Center- Main Room	117 Main Street	Weston 75097
Wyatt Elementary School- Gymnasium	8900 Coit Road	Plano 75025
Wylie Senior Recreation Center- Dinning Room	800 Thomas Street	Wylie 75098

Attachment: contract for elections_collin county (Election Contracts)

Collin County Election Services Estimate
November 2022 General and Special Election

City of Celina

Registered Voters	12,403
Percentage	1.03%

Category	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Early Voting by Mail			
Kits - Mail Ballots	$ 1.15	$ 23,000.00	$ 237.20
Postage	$ 0.88	$ 17,600.00	$ 181.51
Paper Ballot Printing Services	$ 0.31	$ -	$ -
Paper Ballot Shipping (per box)	$ 30.00	$ -	$ -
Ballot Stock - BOD	$ 0.10	$ 2,000.00	$ 20.63
Category Subtotal		$ 42,600.00	$ 439.34
General Election Expenses			
Mileage	Per Election	$ 500.00	$ 5.16
Van / Car Rental	Per Election	$ 43,200.00	$ 445.53
Election Night Receiving Cover	Per Election	$ 3,037.51	$ 31.33
Polling Place Rental	Per Election	$ 11,000.00	$ 113.44
Notice of Election	Per Election	$ 9,700.00	$ 100.04
Security - EV	Per Election	$ 1,122.30	$ 11.57
Security - ED	Per Election	$ 1,253.75	$ 12.93
Early Voting Ballot Board	Per Election	$ 23,360.00	$ 240.91
FICA - Election Workers	Per Election	$ 74,804.41	$ 771.47
County Employee/IT Overtime - EV	Per Election	$ 42,747.74	$ 440.86
Process Pollworker Checks - EV	$ 1.50	$ 526.50	$ 5.43
Process Pollworker Checks - ED	$ 1.50	$ 1,309.50	$ 13.51
Process Election Judge Notices	$ 1.50	$ 204.00	$ 2.10
Drayage Per Location - ED	$ 180.00	$ 20,880.00	$ 215.34
Drayage Per Location - EV	$ 180.00	$ 14,040.00	$ 144.80
Category Subtotal		$ 247,685.71	$ 2,554.41
Programming			
Coding Servies	25 Days	$ 41,250.00	$ 425.42
Balotar Programming	Per Election	$ 893.00	$ 9.21
Category Subtotal		$ 42,143.00	$ 434.63
Early Voting by Personal Appearance			
Election Judge OT - EV	$ 21.00	$ 55,800.00	$ 575.47
Alternate Judge OT - EV	$ 19.50	$ 52,080.00	$ 537.11
Clerk OT - EV (5 per location)	$ 18.00	$ 338,520.00	$ 3,491.20
ES&S Support Staff / Field Techs - EV	28 Days	$ 80,100.00	$ 826.08
Equipment Assembly - EV	$ 50.00	$ 1,950.00	$ 20.11
Category Subtotal		$ 528,450.00	$ 5,449.97
Election Day			
ES&S Support Staff/Field Techs - ED	$ -	$ 10,800.00	$ 111.38
Equipment Assembly - ED	$ 50.00	$ 4,850.00	$ 50.02
Category Subtotal		$ 15,650.00	$ 161.40
Tabulation			
Election Night Vendor Support	5 Days	$ 22,625.00	$ 233.33
Notice of Inspection/Tabulation Test	Per Election	$ 3,000.00	$ 30.94
Category Subtotal		$ 25,625.00	$ 264.27

Attachment: contract for elections_collin county (Election Contracts)

City of Celina

Registered Voters	12,403
Percentage	1.03%

Category	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Supply Cost			
Ballots - Card Stock ExpressVote - EV	$ 0.32	$ 96,000.00	$ 990.06
Ballots - Card Stock ExpressVote - ED	$ 0.32	$ 25,600.00	$ 264.02
Test Ballots	$ 0.29	$ 1,102.00	$ 11.37
Kits - ED	$ 51.00	$ 1,989.00	$ 20.51
Kits - EV	$ 19.00	$ 1,843.00	$ 19.01
Kits - Provisional EV	$ 38.10	$ 1,485.90	$ 15.32
Kits - Provisional ED	$ 38.10	$ 3,695.70	$ 38.11
Polling Place Maps - EV	$ 25.00	$ 975.00	$ 10.06
Polling Place Maps - ED	$ 25.00	$ 2,425.00	$ 25.01
Signs Metal (5 per location)	$ 5.00	$ 3,400.00	$ 35.06
Signs Wood	$ 2.00	$ 272.00	$ 2.81
Ballot Card Stock - Provisional - EV (50 PL)	$ 0.14	$ 409.50	$ 4.22
Ballot Card Stock - Provisional - ED (50 PL)	$ 0.14	$ 1,018.50	$ 10.50
Ballots - Sample - EV (1 per location)	$ 0.29	$ 16.97	$ 0.17
Ballots - Sample - ED (1 per location)	$ 0.29	$ 42.20	$ 0.44
Ballots - Sample All Race - EV (50 per location)	$ 0.87	$ 2,544.75	$ 26.24
Ballots - Sample All Race - ED (50 per location)	$ 0.87	$ 6,329.25	$ 65.27
Printer Labels - EV (1 roll per location)	$ 5.00	$ 195.00	$ 2.01
Printer Labels - ED (1 roll per location)	$ 5.00	$ 485.00	$ 5.00
Category Subtotal		$ 149,828.76	$ 1,545.20
Equipment			
Cabinet Security - EV	$ 200.00	$ 7,800.00	$ 80.44
Cabinet Security - ED	$ 200.00	$ 19,400.00	$ 200.07
Computer Cabinet - EV	$ 50.00	$ 1,950.00	$ 20.11
DS200 Ballot Counter - EV	$ 350.00	$ 18,200.00	$ 187.70
DS200 Ballot Counter - ED	$ 350.00	$ 26,950.00	$ 277.94
ExpressVote - EV (9 per location)	$ 200.00	$ 90,200.00	$ 930.24
Expres Vote - ED (9 per location)	$ 200.00	$ 174,600.00	$ 1,800.67
ExpressTouch - EV	$ 200.00	$ 7,800.00	$ 80.44
ExpressTouch - ED	$ 200.00	$ 19,400.00	$ 200.07
Category Subtotal		$ 366,300.00	$ 3,777.70
Personnel			
Election Judge - EV	$ 14.00	$ 48,000.00	$ 495.03
Election Judge - ED	$ 14.00	$ 21,825.00	$ 225.08
Alternate Election Judge - EV	$ 13.00	$ 44,800.00	$ 462.03
Alternate Election Judge - ED	$ 13.00	$ 20,370.00	$ 210.08
Clerk - EV (3 per location)	$ 12.00	$ 291,200.00	$ 3,003.18
Clerk - ED (3 per location)	$ 12.00	$ 132,405.00	$ 1,365.51
Judge Delivery - EV	$ 25.00	$ 1,000.00	$ 10.31
Judge Delivery - ED	$ 25.00	$ 2,425.00	$ 25.01
Category Subtotal		$ 562,025.00	$ 5,796.24
Election Expense			$ 20,423.16
Cost		$ 1,980,307.47	$ 20,423.16
10% Administrative Fee			$ 2,042.32
Total Cost			$ 22,465.48
90% Deposit Due By September 23			$ 20,218.93

Attachment: contract for elections_collin county (Election Contracts)

Collin County
Election Services Cost Estimate
November 2021 General and Special Election

Exhibit '

November 8, 2022 General and Special Election Services

Political Subdivision	Registered Voters	Share Percentage
City of Carrollton	359	0.03%
City of Celina	12,403	1.03%
City of Dallas	30,515	2.54%
City of Josephine	1,271	0.11%
City of Lavon	3,433	0.29%
City of Lowry Crossing	1,322	0.11%
City of McKinney	122,408	10.18%
City of Princeton	10,702	0.89%
City of Sachse	6,596	0.55%
City of Weston	293	0.02%
Collin County	685,396	56.99%
Anna Independent School District	14,077	1.17%
Bland Independent School District	171	0.01%
Leonard Independent School District	174	0.01%
Lovejoy Independent School District	12603	1.05%
Plano Independent School District	230,515	19.17%
Princeton Independent School District	16,030	1.33%
Trenton Independent School District	86	0.01%
Wylie Independent School District	50,311	4.18%
Collin County Municipal Utility District No. 5	0	0.00%
East Collin Municipal Utility District No. 1	0	0.00%
North Collin Municipal Utility District No. 1	1	0.00%
Raintree Municipal Utility District No. 1 of Collin Count	0	0.00%
Riverfield Municipal Utility District No. 1 of Hunt and C	12	0.00%
North Parkway Municipal Management	4	0.00%
Van Alstyne Municipal Utility District No. 3 of Collin Co	0	0.00%
Verona Special Utility District	1,810	0.15%
Wylie Northeast Special Utility District	2,150	0.18%
Total	1,202,642	

Attachment: contract for elections_collin county (Election Contracts)

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, City Secretary
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Hazard Mitigation Plan

Action Requested:
Consider and act upon an Resolution adopting the Collin County Hazard Mitigation Plan. (Metdker)

Staff Recommendation:
Staff recommends adoption

RESOLUTION 2022-___R

A RESOLUTION OF THE CITY OF CELINA ADOPTING THE COLLIN COUNTY HAZARD MITIGATION ACTION PLAN, JUNE 2022

WHEREAS the Celina City Council recognizes the threat that natural hazards pose to people and property within Collin County; and

WHEREAS the County of Collin has prepared a multi-hazard mitigation plan, hereby known as Collin County Hazard Mitigation Action Plan, June 2022, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS Collin County Hazard Mitigation Action Plan, June 2022 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Celina from the impacts of future hazards and disasters; and

WHEREAS adoption by Celina City Council demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Collin County Hazard Mitigation Action Plan, June 2022.

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

Section 1. In accordance with The Celina Home Rule Charter, the Celina City Council adopts the Collin County Hazard Mitigation Action Plan, June 2022.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of September 2022.

_____
SEAN TERRY, Mayor

ATTEST:

_____
LAUREN FIELD, City Secretary

Attachment: Collin County Hazard Mitigation Action Plan (Hazard Mitigation Plan)

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, City Secretary
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Collin County Animal Services

Action Requested:
Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Use. (Figueroa)

Background Information:
This action extends Animal Control Services and Animal Shelter Use Agreements with Collin County for one year.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Agreements

Staff Recommendation:

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Contract Modification Document

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Contract No. 01357-09
Contract: Interlocal Agreement for Animal Control Services

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2 Total Amount for fiscal year 2023: $32,171.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No.16 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No._____ effective on 10/1/2022.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: Purchasing Agent

DATE:

Attachment: FY23 Amendment 16 - City of Celina (Animal Services with Collin County)

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-879-09-26

Amendment	No. 15	Court Order No.	2021-805-08-23	Summary	Renewal
Amendment	No. 16	Court Order No.		Summary	Agreement extended and fees

Attachment: FY23 Amendment 16 - City of Celina (Animal Services with Collin County)

FY 2023 Animal Shelter Billing Worksheet

Larger Entities / Original Entities

	% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less FY21 Fees Collected	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed
Anna	2.47%	$ 30,832	$ 1,481	$ 32,313	$ 1,463	$ 4,935	$ 25,915
Celina	1.56%	$ 19,434	$ 933	$ 20,367	$ 922	$ 3,111	$ 16,334
Fairview	2.72%	$ 34,009	$ 1,634	$ 35,642	$ 1,614	$ 5,444	$ 28,585
Farmersville	1.00%	$ 12,520	$ 601	$ 13,121	$ 594	$ 2,004	$ 10,523
Frisco	32.03%	$ 400,072	$ 19,216	$ 419,288	$ 18,984	$ 64,036	$ 336,268
McKinney	37.97%	$ 474,257	$ 22,779	$ 497,036	$ 22,504	$ 75,910	$ 398,622
Melissa	1.38%	$ 17,191	$ 826	$ 18,017	$ 816	$ 2,752	$ 14,450
Princeton	1.91%	$ 23,918	$ 1,149	$ 25,067	$ 1,135	$ 3,828	$ 20,104
Prosper	2.80%	$ 34,943	$ 1,678	$ 36,622	$ 1,658	$ 5,593	$ 29,370
Collin County	16.17%	$ 201,998	$ 9,702	$ 211,700	$ 9,585	$ 32,332	$ 169,783
TOTAL	**100%**	**$ 1,249,175**	**$ 60,000**	**$ 1,309,175**	**$ 59,275**	**$ 199,945**	**$ 1,049,955**

FY23 Billing Breakout	
Total Billed:	$ 1,277,795
Smaller Entities:	$ 28,620
TOTAL for Original:	**$ 1,249,175**

Adjust for FY21 Budget vs. Actual	
FY21 Billed:	$ 1,192,525
FY21 Actual:	$ 1,051,743
FY21 Difference:	$ 140,782
Diff w/ Cap Return	**$ 199,945**

In FY 2021 only $836.39 was spent of the $60,000 Capital Contribution. The unused funds totaling $59,163.61 are reflected in the FY21 adjustments.

Smaller Entities / Added Later

	% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less FY21 Fees Collected	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed
Lavon				$ 3,100			**$ 3,100**
Lucas				$ 14,970			**$ 14,970**
Nevada				$ 1,550			**$ 1,550**
Weston				$ 2,500			**$ 2,500**
Van Alstyne MUD No. 2				$ 2,000			**$ 2,000**
Blue Meadow MUD No. 1				$ 1,500			**$ 1,500**
Raintree MUD				$ 1,500			**$ 1,500**
Van Alstyne MUD No. 3				$ 1,500			**$ 1,500**
TOTAL				**$ 28,620**			**$ 28,620**

Grand Total:	**$ 1,078,575**

Grand Total is the total billed amount for the larger and smaller entities combined.

Attachment: FY 2023 AS Billing (Animal Services with Collin County)

FY 2023 Animal Control Billing Worksheet

Larger Entities / Original Entities

	% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed
Anna	8.51%	$ 55,778	$ 1,702	$ 57,480	$ 2,787	$ 3,652	**$ 51,041**
Celina	5.36%	$ 35,157	$ 1,073	$ 36,230	$ 1,757	$ 2,302	**$ 32,171**
Fairview	9.39%	$ 61,525	$ 1,877	$ 63,402	$ 3,074	$ 4,028	**$ 56,300**
Melissa	4.74%	$ 31,100	$ 949	$ 32,049	$ 1,554	$ 2,036	**$ 28,459**
Princeton	6.60%	$ 43,270	$ 1,320	$ 44,590	$ 2,162	$ 2,833	**$ 39,595**
Prosper	9.64%	$ 63,215	$ 1,929	$ 65,144	$ 3,159	$ 4,138	**$ 57,846**
Collin County	55.75%	$ 365,429	$ 11,150	$ 376,579	$ 18,261	$ 23,924	**$ 334,395**
Totals	**100%**	**$ 655,474**	**$ 20,000**	**$ 675,474**	**$ 32,755**	**$ 42,912**	**$ 599,807**

***Yearly Capital Charge Covers Any/All Equipment Replacement Costs*

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding $20,000 for Capital Contribuitons. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expeditures. See below the adjustment calculation.

FY23 Billing Breakout		
Total Billed:	$	655,474
Smaller Entities:	$	32,755
Total +/- back	**$**	**622,719**

Adjust. for FY21 Budget vs. Actual		
FY21 Billed	$	626,785
FY21 Actual	$	583,873
Total +/- back	**$**	**42,912**

Smaller Entities / Added Later

	% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed
Lavon				$ 3,150			**$ 3,150**
Lucas				$ 19,030			**$ 19,030**
Nevada				$ 1,575			**$ 1,575**
Weston				$ 2,500			**$ 2,500**
Van Alstyne MUD No. 2				$ 2,000			**$ 2,000**
Blue Meadow MUD No. 1				$ 1,500			**$ 1,500**
Raintree MUD				$ 1,500			**$ 1,500**
Van Alstyne MUD No. 3				$ 1,500			**$ 1,500**
				$ 32,755			**$ 32,755**

Grand Total:	**$**	**632,562**

Grand Total is the total billed amount for the larger and smaller entities combined.

Attachment: FY 2023 AC Billing (Animal Services with Collin County)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Contract Modification Document

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Contract No. 06668-09
Contract: Interlocal Agreement for Facility Construction and use of an Animal Shelter in Collin County

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2 Total Amount for fiscal year 2023: $16,334.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No.15 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No._____ effective on 10/1/2022.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: Purchasing Agent

DATE:

Attachment: FY23 Amendment 15 - City of Celina- Shelter (Animal Services with Collin County)

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-891-09-26

Amendment	No. 14	Court Order No.	2021-245-03-02	Summary	Renewal
Amendment	No. 15	Court Order No.		Summary	Agreement extended and fees

Attachment: FY23 Amendment 15 - City of Celina- Shelter (Animal Services with Collin County)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Joe Monaco, Director Of Marketing And Communications
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Special Events Agreement with Celina Real Estate, LLC.

Action Requested:
Facilities Agreement between the City of Celina and Celina Real Estate, LLC. for the use of approximately 0.3329 acres of land for the expansion of annual Touch-a-Truck, Heritage Festival, Beware! Of the Square, and Christmas on the Square events. (Monaco)

Background Information:
The City of Celina has used the gravel lot located next to City Hall and Council Chambers for its special events for the past few years. For each event, the City has an agreement with the property owner Celina Real Estate, LLC., that allows for usage of this property. The agreement will be in effect from September 17, 2022 to November 30, 2022 to aid in the City's final four events of the 2022 calendar year. The City most recently used this property for the 10th Annual Celina Cajun Fest with permission and a signed agreement with the property owner. Agreement is subject to change from City Manager and/or Attorney for Celina Real Estate, LLC.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
N/A

Staff Recommendation:
Staff recommends approval

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is by and between the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City") and CELINA REAL ESTATE, LLC. ("CRE") and is made and entered into effective as of September 17, 2022 (the "Effective Date"). The City and CRE are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CRE holds fee simple title to approximately 0.3329 acres of land described by property identification number on the attached Exhibit A (the "Property"); and

WHEREAS, the City is expanding its annual Touch-a-Truck, Heritage Festival, Beware! Of the Square, and Christmas on the Square (the "Events").

WHEREAS, the City is looking for opportunities to expand the Events outside of the historic Downtown Square and;

WHEREAS, CRE has agreed to enter this Facilities Agreement with the City; and

WHEREAS, the Facilities Agreement will provide the terms by which the City may use the Property for activities during the Events;

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties agree as follows:

1) **Term**. This Agreement shall remain in effect from September 17, 2022 to November 30, 2022 ("Term").

2) **Use of Property for the Event**. CRE agrees that the City may use the Property during the Events to include bounce houses, vendors, and other related activities by contractors for the City during the Term. During the Term, the City agrees to keep the Property free and clear of trash and debris. If the condition of the Property was altered as a result of the use of the Property hereunder by the City or its invitees, then within thirty (30) days of end of the Term, the City must restore the Property substantially to its original condition.

3) **Waiver of Representation/Warranty and Assumption of Risk**. The City acknowledges and agrees that CRE has not made any representation or warranty of any kind or nature as to the fitness of the Property for the use intended by the City hereunder and CRE expressly negates and disclaims any such representation or warranty. The City hereby agrees that its and its invitees use of the Property hereunder shall be at its and its invitees sole and exclusive risk and the City has and does hereby waive as against CRE any and all claims arising out of or in connection with its and its invitees use of the Property hereunder.

4) **Indemnity**. The City does hereby agree to waive all claims, release, indemnify, defend and hold harmless CRE, and all of its officers, agents and employees, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by the error, omission, or negligent

Attachment: Facilities Agreement (Special Events Agreement with Celina Real Estate, LLC.)

act of the City and its invitees on the Property and/or Building, their officers, agents, or employees arising out of or in connection with the City's or its invitees use of the Property and/or Building hereunder, and the City will at its own cost and expense defend and protect CRE from any and all such claims and demands. Such indemnities shall apply unless cause by the sole negligence or willful misconduct of CRE, its officers, officials, agents or employees.

5) **Insurance.**

During the Term, the City will secure and maintain, and will require its contractors to secure and maintain, the following insurance coverages with limits not less than the amounts specified, and with companies satisfactory to CRE who are authorized to do business in the State of Texas, and will furnish certificates of such insurance satisfactory to CRE before commencing use of the Property; provided, however, that no waiver of the provisions of the Section 5 will be inferred from any failure on the part of CRE to object or complain about the City's failure to furnish certificates of insurance satisfactory to CRE.

a. Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000 per accident, which will fully comply with the statutory requirements of State laws as well as Federal laws, if applicable.

b. Commercial General Liability Insurance INCLUDING CONTRACTUAL LIABILITY, with minimum limits of liability for injury, death, or property damage of $1,000,000 combined single limit per occurrence, and an aggregate annual limit of not less than $2,000,000.

c. Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits for injury, death or property damage of $1,000,000 combined single limit per occurrence.

d. Excess Liability Insurance over that required in (a) through (c) above, with minimum limits of $5,000,000 and specifically including CRE's contractual liability.

6) Assignment/Non-Transferable. The Parties agree that this Agreement will not assigned or transferred by either Party; except that CRE may assign this Agreement to any third party in connection with such third party's purchase of the Property from CRE.

7) **Successors and Assigns**. The Parties and their partners, subcontractors, executors, officers, agents, employees, representatives, and administrators and their authorized successors and assigns, are hereby bound to the terms and conditions of this Agreement.

8) **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile, electronic mail or a hand-delivery service. Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be

Attachment: Facilities Agreement (Special Events Agreement with Celina Real Estate, LLC.)

effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Celina, Texas
c/o City Manager
142 N. Ohio St.
Celina, Texas 75009
jlaumer@celina-tx.gov

If to the CRE, to:

Celina Real Estate, LLC.
16400 Dallas Parkway, Suite 100
Dallas, Texas 75248
Attn: Doug Smith
dougsmith@elandenergy.com
Fax: 214-368-5415

With a copy to:

Van Nichols
1341 S. Preston Rd. Suite C
Celina, Texas 75009
vannichols@aol.com
Fax: 972-382-4774

Each party has the right to change, from time to time, its notice addresses by giving at least 10 days written notice to the other parties.

9) **No Additional Waiver Implied**. The failure to any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other parties.

10) **Reservation of Rights**. All rights, powers, privileges and authority of the parties hereto are not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

11) **Construction and Venue**. This Agreement is a contract made under and shall be construed in accordance with and governed by the law of the United States of America and the State of Texas, as such laws are now in effect and venue for any action shall lie only in Collin County, Texas.

12) **Cumulative Remedies**. All right and remedies of the parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Attachment: Facilities Agreement (Special Events Agreement with Celina Real Estate, LLC.)

13) **Immunity**. The Parties agree that the City of Celina has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

14) **Waiver of Breach**. A waiver by either party of a breach of the Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

15) **Parties Bound**. The Agreement shall be binding upon, and inure to the benefit of, the parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

16) **No Third-Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

17) **Incorporate of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the parties.

18) **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. The subject matter of this Agreement is for the use of the identified property only and not any other matters that may exist between the parties past, present or future.

19) **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20) **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or other electronic signature will also be deemed to constitute an original if properly executed.

21) **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

22) **Force Majeure**. Neither CRE nor the City of Celina shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome.

23) **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

24) **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25) **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity.

Accepted and executed as of the 1st day of September 2022.

CITY OF CELINA

By:_____
Jason Laumer, City Manager

CELINA REAL ESTATE, LLC,,
a Texas limited partnership,
by OGA General LLC, its General Partner,
by Eland Energy, Inc., its Manager

By:_____
Name:_____
Title:_____

Attachment: Facilities Agreement (Special Events Agreement with Celina Real Estate, LLC.)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Catherine Oduro, Engineer
CC:	Kim Brawner, Assistant City Manager
Date:	September 13, 2022
Re:	Doe Branch Medical Land Swap (Glasgow)

Action Requested:
Consider and act to authorize the City Manager to convey approximately 1.6 acres of land to Doe Branch Partners LLC (the Developer) in exchange of a equivalent acres to be part of the Ousley park per the development agreement signed in January, 2021 between the City and the Developer. (Glasgow)

Background Information:
The city entered into a development agreement (DA) with Doe Branch Partners LLC in January 2021. Per the agreement the city is to swap 1.6 acres of land with the developer. This is to provide the Developer with sufficient land to build the Development. In exchange the developer will give the city approximately 1.6 acres of land for a park trail referenced in the DA as "Linear Park Lot" which will be part of the Ousley Linear Park. The land swaps were contingent on the City's completion of the purchase of the properties described in Exhibit G-2 of the DA. The city currently has approximately 1.38 acres of land available for the swap and the remainder will be conveyed as and when more city acquired land becomes available.

Board Review/Citizen Input:
N/A

Alternatives:
The city compensates the developer for 1.6 acres due to encroachment of the Ousley Linear Park limits on the developer's property.

Financial Considerations:
N/A

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

Supporting Documents:

- The executed Development Agreement
- Land Swap Exhibits

Staff Recommendation:
Staff recommends approval.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Doe Branch Partners, 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, the Developer intends to purchase, before April 30, 2021, an approximate 4.39-acre tract of land described by metes and bounds in **Exhibit G-1** and depicted on **Exhibit H** ("Developer Acquisition"); and

WHEREAS, the City intends to purchase, using best efforts, approximately 3.24-acres of land, consisting of eleven (11) parcels, described by metes and bounds in **Exhibit G-2** and depicted on **Exhibit H** ("City Acquisition"); and

WHEREAS, the Developer Acquisition and City Acquisition (collectively, the "Properties") are located wholly within the corporate boundaries of the City; and

WHEREAS, the Parties intend to swap land, as described herein, where each Party will convey land to the other, which will result in land owned by the City that it will thereafter use for a park trail, and land owned by the Developer ("Development Property") that it will thereafter use for a downtown office development, in 3 phases with four (4) buildings in both Phase1 and Phase 2 and two (2) buildings in Phase 3, for a total of ten (10) buildings as reflected on **Exhibit B** ("Development"); and

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

WHEREAS, the Parties intend for the Development 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 Development will be developed in accordance with the agreed site plan (the "Site Plan"), attached hereto as **Exhibit C**, including an entire site redesign and realignment of E. Elm St.; and

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the Development; and

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

WHEREAS, the City holds or will hold the certificates of convenience and necessity to provide retail water and wastewater service to the Development Property and the Parties intend for the City to provide retail water and wastewater service to the Development Property; and

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; shared parking; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, "Onsite Public Improvements"); and

WHEREAS, due to the location and other natural features of the Development Property, the cost of the Public Infrastructure does not allow for the Developer's intended Development in a cost-effective and market-competitive manner without participation by the City; and

WHEREAS, the City has determined that full development of the Development 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 City supports the Development and will consider plats of all or a portion of the Development Property in general accordance with the Site Plan, applicable City Regulations and this Agreement; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and 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.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

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

Agreement is defined in the introductory paragraph.

Assignee is defined in Section 8.1.

City Acquisition is defined in the Recitals.

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 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 5.2(a).

Developer Acquisition is defined in the Recitals.

Developer Assignee is defined in Section 8.1.

Development is defined in the Recitals.

Development Property is defined in the Recitals.

Downtown Gateway is defined in Section 2.1(b).

Downtown TIRZ is defined in Section 2.2(a).

Effective Date is defined in the introductory paragraph.

End-Buyer is defined in Section 9.1.

ETJ is defined in the Recitals.

Future City Swap 1 is defined in Section 2.2(a) and depicted in Exhibit A.

Future City Swap 1A is defined in Section 2.2(a) and depicted in Exhibit A.

Future City Swap 1B is defined in Section 2.2(a) and depicted in Exhibit A.

Future City Swap 1C is defined in Section 2.2(a) and depicted in Exhibit A.

Future Land Swap 1 is described in Section 2.1 (a).

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Future Land Swap 2 is described in Section 2.1(b).

Indemnified Party is defined in Section 5.5(a).

Linear Park Lot is defined in Section 2.1 and depicted on **Exhibit A**.

Onsite Public Improvements is defined in the Recitals.

Developer is defined in the introductory paragraph.

Parties means the Developer and the City.

Party means the Developer or the City.

Phase 1 is defined in Section 2.1.

Phase 2 is defined in Section 2.1.

Phase 3 is defined in Section 2.1.

Properties 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.

ROW(s) means right-of-way(s).

Site Plan means the site plan as shown in **Exhibit C**.

ARTICLE II
FUTURE LAND SWAPS AND ELM ST. CONSTRUCTION

2.1 Future Land Swaps. In order to effectuate the Development as described by this Agreement, the Parties will conduct land swaps which will provide the Developer with sufficient land to build the Development, being the Development Property, and provide the City with approximately 1.6 acres of land for a park trail (the "Linear Park Lot"). The land swaps will be contingent on the City's best efforts in completion of the purchase of the City Acquisition, consisting of the properties described in **Exhibit G-2**, and the Developer's completion by April 30, 2020 of the purchase of the Developer Acquisition, consisting of the property described in

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Exhibit G-1. Any construction by Developer shall occur in the phases described in **Exhibit B** (being "Phase 1," Phase 2," and "Phase 3"), notwithstanding the sequenced land swaps. The land swaps, as depicted in **Exhibit A**, will occur as follows:

(a) Future Land Swap 1. Within six (6) months of the City completing the City Acquisition, Future Land Swap 1 shall be completed by the Parties. "Future Land Swap 1" shall consist of the City conveying approximately 1.6-acres, being a portion of City Acquisition, and described in **Exhibit A** as "Future City Swap 1A," "Future City Swap 1B," and "Future City Swap 1C" (collectively the "Future City Swap 1") to Developer for use for the Development in exchange for Developer conveying an approximate 1.6-acre tract, being the Linear Park Lot to the City. Within twenty-four (24) months of completion of Future Land Swap 1, and permit access as shown on **Exhibit C** by the City or any of the City's representatives through the Development and Development Property for any future construction and maintenance of the City park trail by the City. City shall provide Developer access to complete construction of said park rail and upon final inspection and acceptance by the City, the City shall be solely responsible for maintenance of the park trail.

(b) Future Land Swap 2. Future Land Swap 2 shall consist of the City conveying an approximate 0.74-acre tract, being a portion of City Acquisition, and described in **Exhibit A** as "Future City Swap 2" to Developer for use for the Development. Thereafter, Developer shall construct a "Downtown Gateway" monument in the location designated by the City within the City's ROW near the intersection of SH 289 and future Elm St., which shall include gateway monument signage and an enhanced landscaping package as agreed to by the Parties. Construction of the Downtown Gateway shall not commence until the following pre-requirements are met:

(I) The Parties have entered into a mutual agreement of the terms of the construction of the Downtown Gateway; and

(II) City has made approval of the construction by providing building permits; and

(III) Construction of Phase 1, as depicted in **Exhibit B**, is substantially complete (four (4) buildings are complete); and

(IV) The term on the Southeast Building leaseback, as described in Section 2.2(a), is complete or near completion.

(c) Lease to CEDC. As an additional incentive for the City to enter into the described land swaps, the Celina Economic Development Corporation (the "CEDC") shall have the option to lease a minimum of 1,600 square feet of office space from the Developer in Phase 1, Phase 2, and Phase 3 of the Development, for a total of at least 4,800 square feet. Developer agrees that each lease term shall be for a minimum of eight (8) years, with the first four (4) years to be for a total of One Dollar ($1.00) per year payable in advance and for four (4) years thereafter, the rent shall be fifty percent (50%) of the average rent being paid in the Development.

2.2 Elm. St. Construction. In addition to the above described land swaps, the City agrees to use best efforts to acquire the rights-of-way ("ROW's") depicted in **Exhibit A** as "ROW 1," "ROW 2," and "ROW 3" in order to re-construct and re-align the portion of E. Elm St. as depicted in **Exhibit C**. Thereafter, City agrees to construct the new portion of E. Elm St. as depicted in **Exhibit B**. The City shall use its best efforts to begin construction of the re-aligned

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

road within four (4) years of completing Future Land Swap 2, and shall diligently pursue the construction and re-alignment until completion.

ARTICLE III
PUBLIC INFRASTRUCTURE

3.1 Public Infrastructure.

(a) Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Development Property, they shall be dedicated by 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. The size of the Public Infrastructure shall be sized as finally determined by the City's engineer, but any costs associated with oversizing the Public Infrastructure to serve property outside the Development will be borne by the City.

(b) The City agrees that no perimeter roadway improvements are required to be constructed or improved by Developer as part of the Development of the Development Property.

3.2 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 Development 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 development of the Development Property.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

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

3.3 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 Development Property.

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

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances on the Development Property shall be maintained and operated by a property owner's association in accordance with the City Regulations.

3.4 On-Site Rights-of-Way and Easements. Developer will transfer to the City any on-site rights-of-way and on-site easements necessary for Public Improvements, or within one hundred twenty (120) days of the City requesting same for a City project.

ARTICLE IV
DEVELOPMENT REGULATIONS

4.1 Full Compliance with City Standards.

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

(b) The Parties agree the Site Plan was created by the Developer for illustrating the boundaries and general layout of the project. Any amendment to the Site Plan shall be considered

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

an amendment to this Agreement and shall replace the attached Site Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Site Plan that the City Manager deems in his reasonable discretion to be minor in nature.

(c) Building permits and certificates of occupancy shall be required for improvements on the Development Property using the procedures and standards contained in the City Regulations. Permits will not be used for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for withholding permits under this section.

(d) All building elevations shall conform to the concept elevations contained in **Exhibit D** and the provisions set forth in this Agreement.

(e) All Public Infrastructure shall be dedicated to the City, and upon acceptance by the City of the water and wastewater improvements, the City shall be the retail provider of such services.

4.2 Replat. The Developer may submit a replat for all or any portion of the Development Property. Any re-plat shall be in general conformance with the Site Plan, including any amendments.

4.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

4.4 Building Codes, Fire Codes and Building Materials. *As consideration for the Impact Fees being waived for the Development Property, Developer has requested and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Development Property for forty-five (45) years, and voluntarily agrees to burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

4.5 Public Parking. Developer agrees to allow public parking on the Development Property subject to the priority of use by Developer and the Developer's heirs, successors, assigns, or tenants on the Development Property.

ARTICLE V
DEVELOPMENT PROCESS AND CHARGES

5.1 Capital Recovery Fees. Development of any portion of the Development Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation tap fees, park fees, technology fees, permit fees, outdoor warning device fees, development, review and inspection fees and any other charges and fees not expressly

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

exempted or altered by the terms of this Agreement. Notwithstanding the foregoing, no water, wastewater or roadway impact fees shall be charged against the Development Property. Developer agrees to pay, with each building permit application, a roadway capital recovery fee equal the amount of water, sewer, and roadway impact fees that could have been assessed under the City Regulations, and the City will only use such roadway capital recovery fees towards the construction and re-alignment of E. Elm St.

5.2 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 (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

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

(c) THIS SECTION 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.

5.3 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 IMPOSED BY THIS AGREEMENT.

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

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE DEVELOPMENT 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 IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE DEVELOPMENT PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) ANY DEVELOPMENT 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 DEVELOPMENT 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

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

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 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that Section 4.4 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Developer Acquisition by April 30, 2021 or if Developer notifies the City in writing prior to April 30, 2021 that it will not purchase the Development Property.

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 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 Successor Owners.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

(a) 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 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 Development Property or (ii) is controlled by or under common control by the Developer, 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," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to an 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 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 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) Developer shall maintain written records of all assignments made by Developer 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 Developer, but upon prior written Notice to Developer) 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 Developer 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 Developer 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, Developer agrees to look solely to the City Assignee for the

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

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 Developer within 15 days after execution, the City shall not be released until Developer 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 Developer 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.

8.3 Encumbrance by Developer and Assignees. 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 Development 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 Development 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 Development Property until all defaults under this Agreement with respect to the acquired portion of the Development 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 considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Development Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Development Property shall be deemed to be a "Owner" 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.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

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 AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Development 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 Development Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Development 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 (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.

9.2 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 Development Property or a loan secured by all or a portion of the Development 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 requests for an estoppel certificate for each request in excess of one per calendar year.

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

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 201 Preston Road, Suite 106 Celina, Texas 75009 Email: lvanzant@hbwvlaw.com
To the Developer:	Attn: Todd Evans Doe Branch Partners, LLC 5665 Dallas Parkway Unit 200 Frisco, TX 75034 Email: tevans@lanterragroup.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

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

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

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

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

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

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Exhibit A	Parcel Areas
Exhibit B	Phasing Plan
Exhibit C	Site Plan
Exhibit D	Concept Elevations
Exhibit E	Water and Sewer Availability
Exhibit F	Elm Street Extension OPC
Exhibit G-1	Legal Description of Developer Acquisition
Exhibit G-2	Legal Descriptions of City Acquisition
Exhibit H	Survey /depiction of Properties

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 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: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXECUTED by the City and Developer on the respective dates stated below.

Date: 1/04/21

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant
Vicki Tarrant, City Secretary

THE CITY OF CELINA TEXAS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4 day of Jan, 2021 ~~2020~~ by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

Vicki J Tarrant
Notary Public, State of Texas

(SEAL)
VICKI J TARRANT
Notary ID #10304985
My Commission Expires
September 22, 2023

VICKI J Tarrant
Name printed or typed

Commission Expires: 9-22-2023

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

DEVELOPER:

Doe Branch Partners, LLC

By: _____

Name: Todd Evans
Title: Managing Member

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 8 day of Dec, 2020 by Todd Evans, on behalf of **Doe Branch Partners, LLC**, a Texas Limited Liability Company.

_____
Notary Public, State of Texas

(SEAL)

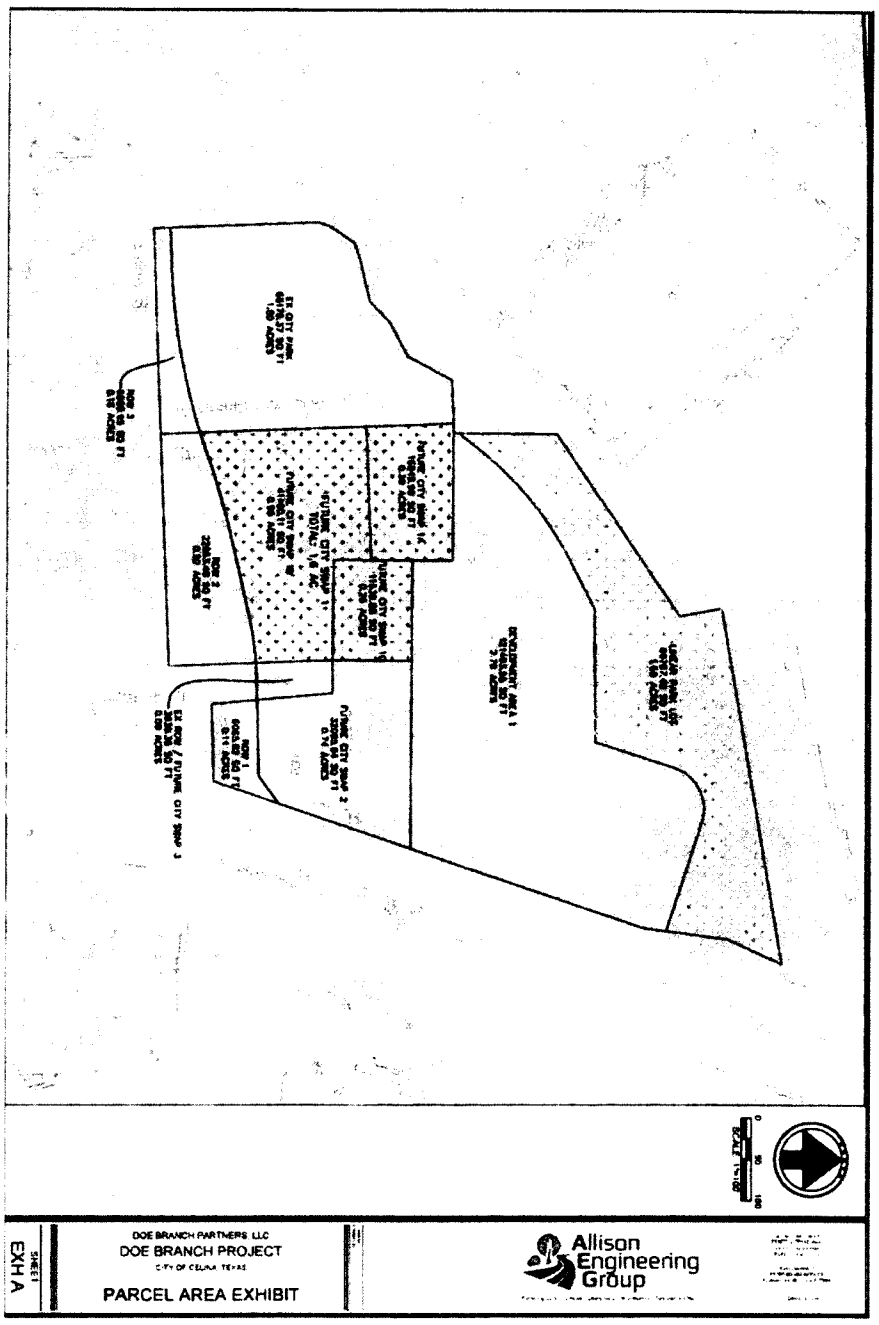
BRADEN HICKMAN
Notary Public, State of Texas
Comm. Expires 07-02-2022
Notary ID 131629497

Braden Hickman
Name printed or typed

Commission Expires: 07/02/2022

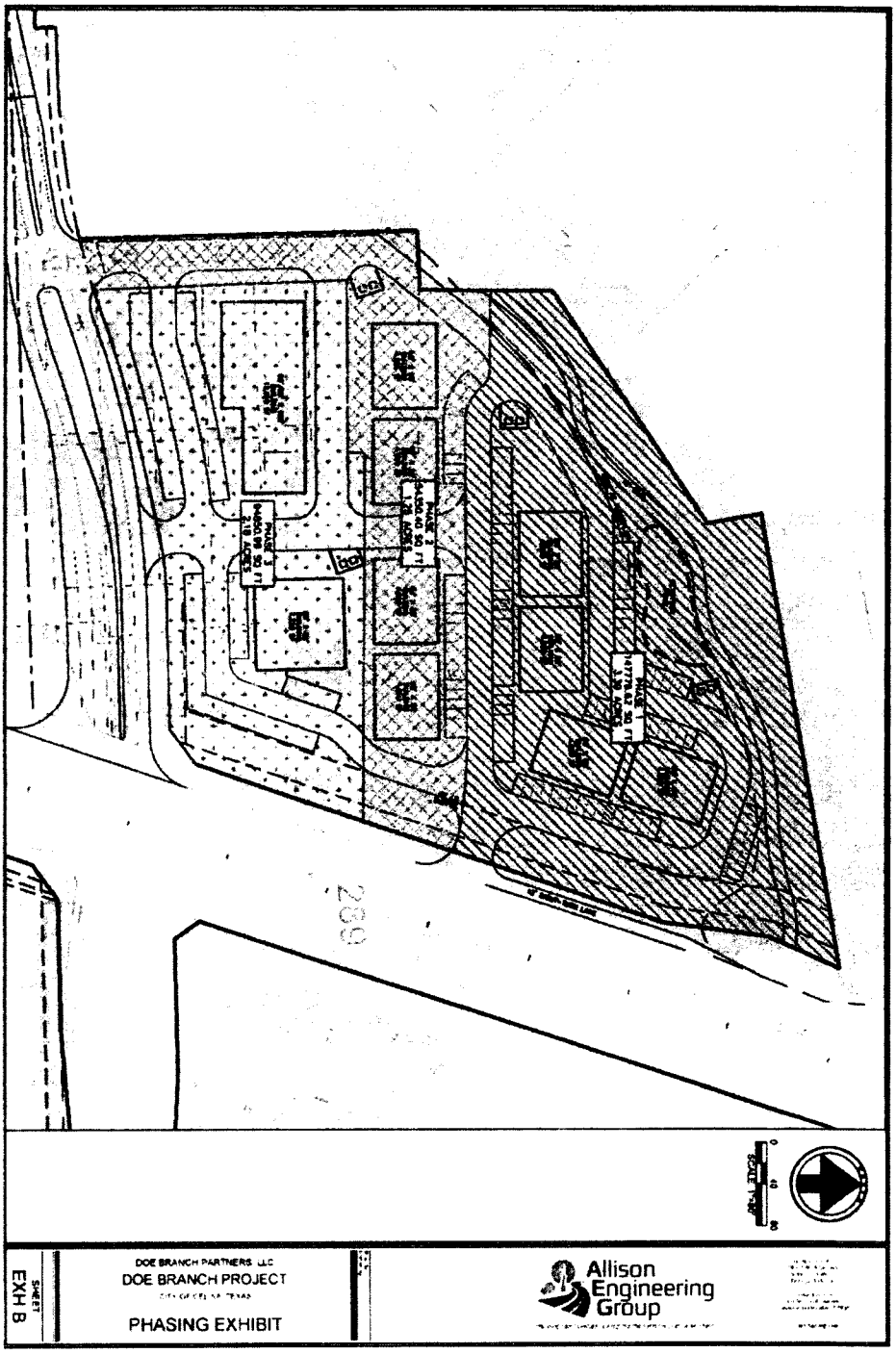
Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT A
Parcel Areas



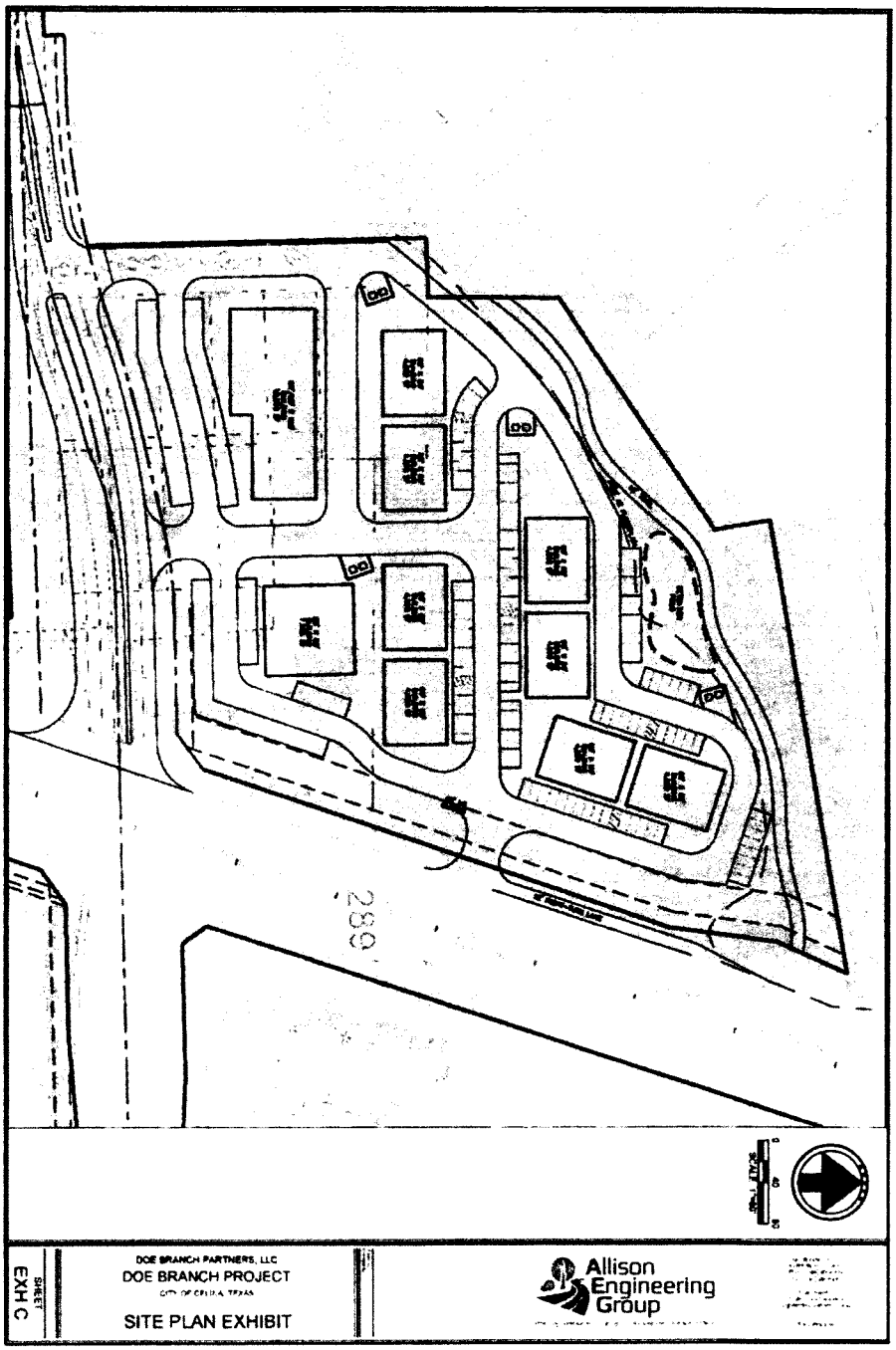
Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT B
Phasing Plan



Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

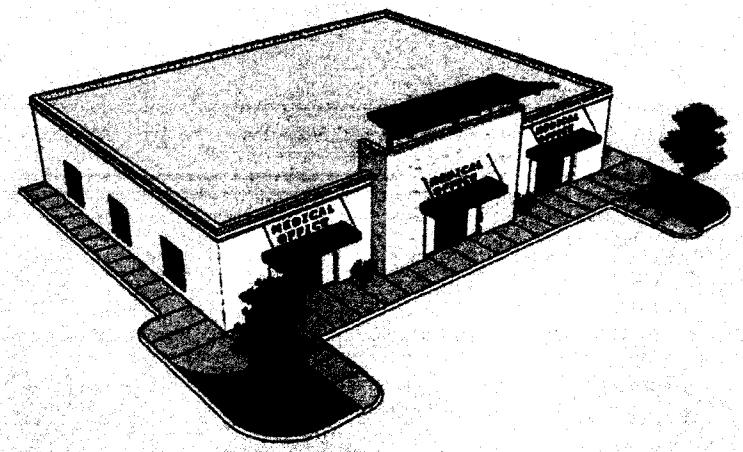
EXHIBIT C
Site Plan



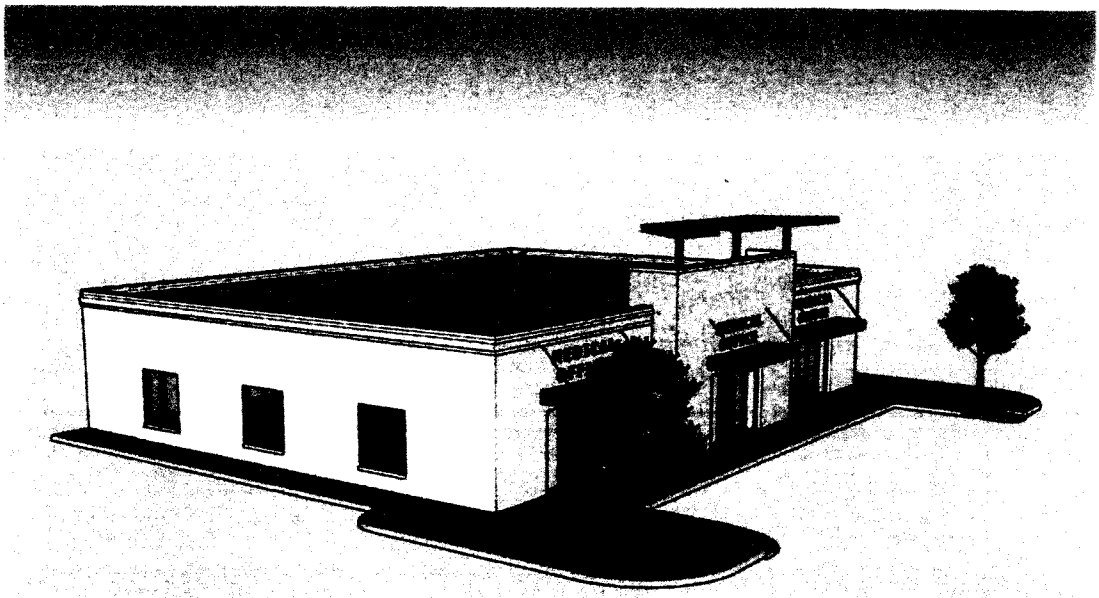
Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT D
Concept Elevations

Exhibit D – Doe Branch Concept Elevations



Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)



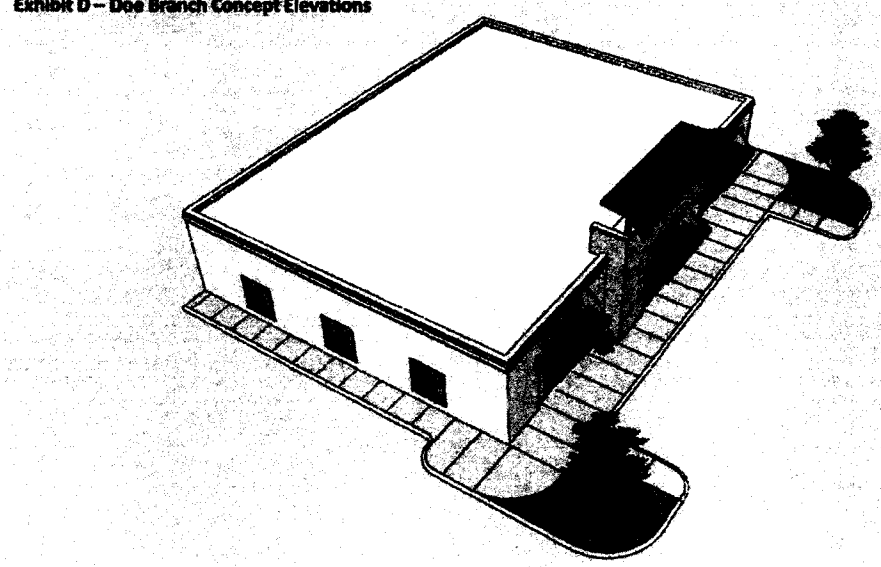
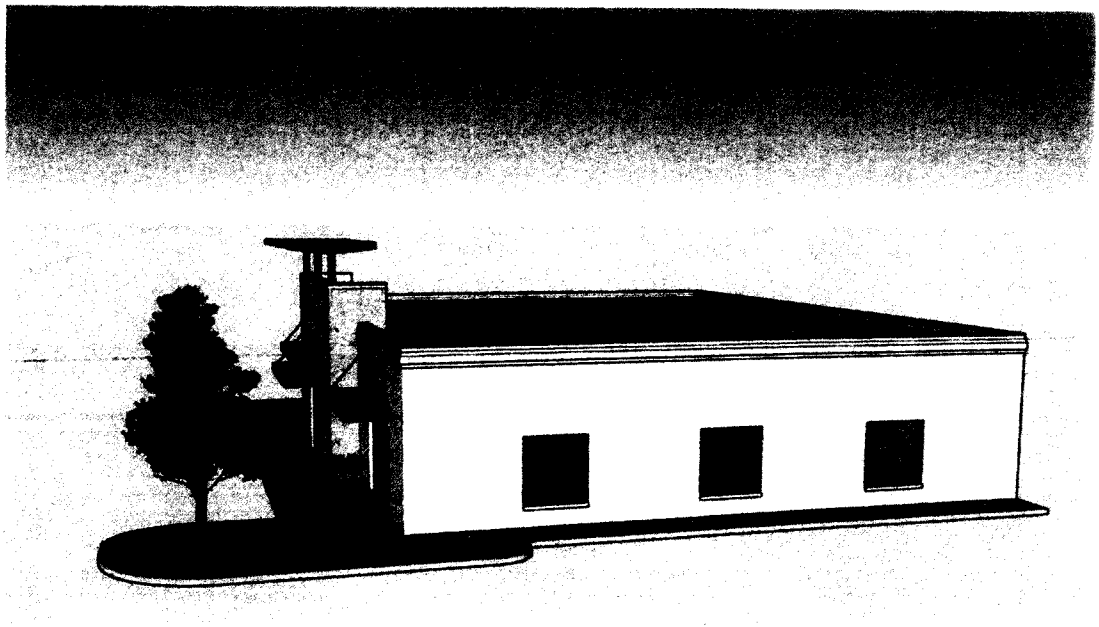


Exhibit D – Doe Branch Concept Elevations

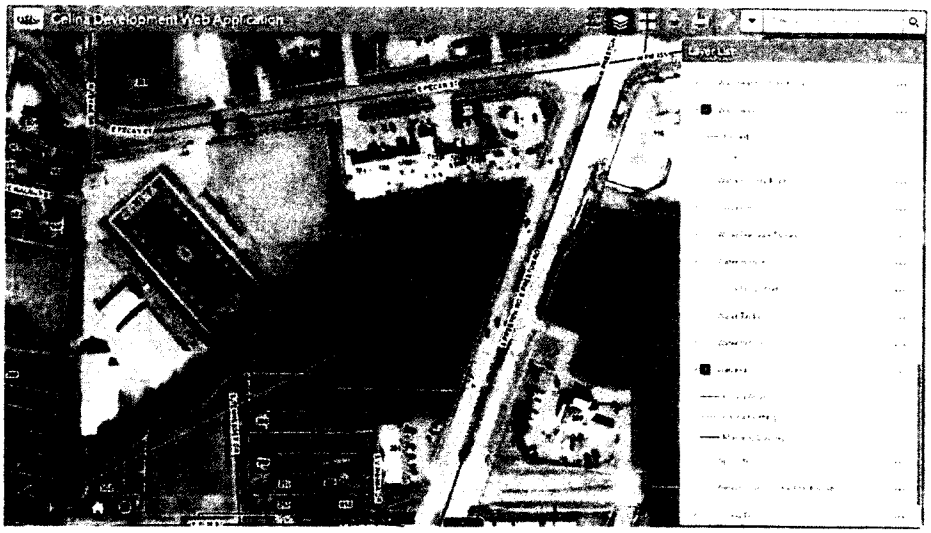
Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)



Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT E
Water and Sewer Availability

Exhibit E – Water and Sewer Availability



Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT F
Elm Street Extension OPC

Exhibit F - Elm Street Extension OPC

CITY OF CELINA
ELM STREET EXTENSION
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Prepared By JPF
Date 10/20/2020

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL					$ 194,000
100	Mobilization (7%)	1	LS	$ 85,000	$ 85,000
101	Preparing ROW Including Removing Trees, Fences, Etc.	8	STA	$ 3,000	$ 24,000
102	Traffic Control	1	LS	$ 60,000	$ 60,000
103	Erosion Control	1	LS	$ 25,000	$ 25,000
PAVING BID ITEMS					$ 762,753
200	Utility Pole Relocation Allowance	8	EA	$ 7,500	$ 60,000
201	Remove Existing Pavement (All Depths, 20'-25' Width)	1,833	SY	$ 8	$ 14,667
202	Remove Exist Storm Culverts (All Sizes)	6	EA	$ 500	$ 3,000
203	Remove Existing Signs	4	EA	$ 100	$ 400
204	Unclassified Street Excavation (Assume No Rock)	5,800	CY	$ 18	$ 104,400
205	Embankment (Roadway)	1,500	CY	$ 6	$ 9,000
206	10" Reinf. Concrete Pavement - Roadways	5,100	SY	$ 80	$ 408,000
207	6" Reinf. Concrete Pavement - Driveways (6 ea, Allowance)	240	SY	$ 45	$ 10,800
208	8" (40 lbs/SY Min) Lime/Cement Stabilized Subgrade	5,800	SY	$ 6	$ 34,800
209	Lime/Cement	120	TN	$ 165	$ 19,800
210	Monolithic Median Nose Enhancement	3	EA	$ 4,000	$ 12,000
211	6" Integral Curb	2,600	LF	$ 4	$ 10,400
212	Connect to Existing Pavement	220	LF	$ 12	$ 2,640
213	Temporary HMAC Transition (2" Type C on 8" Type B)	556	SY	$ 85	$ 47,222
214	Concrete Header	52	LF	$ 12	$ 624
215	Permanent Traffic Signs	6	EA	$ 500	$ 3,000
216	Barner Free Ramps	6	EA	$ 2,000	$ 12,000
217	Permanent Pavement Markings	1	LS	$ 10,000	$ 10,000
STORM SEWER IMPROVEMENTS					$ 170,660
300	Channel Grading	350	LF	$ 65	$ 22,750
301	18" Class III RCP	180	LF	$ 90	$ 16,200
302	24" Class III RCP	350	LF	$ 105	$ 36,750
303	36" Class III RCP	400	LF	$ 125	$ 50,000
304	Culvert Headwalls	1	EA	$ 12,000	$ 12,000
305	10' Recessed Curb Inlet	6	EA	$ 4,500	$ 27,000
306	Rock Riprap (8"-12")	40	SY	$ 85	$ 3,400
307	Trench Safety & Support for Storm Sewer	1,280	LF	$ 2	$ 2,560
WATER IMPROVEMENTS					$ 137,860
400	6" AWWA C-900 DR-14 PVC Waterline	150	LF	$ 50	$ 7,500
401	8" AWWA C-900 DR-14 PVC Waterline	80	LF	$ 65	$ 5,200
402	12" AWWA C-900 DR-18 PVC Waterline	850	LF	$ 75	$ 63,750
403	6" Gate Valve	3	EA	$ 1,500	$ 4,500
404	8" Gate Valve	2	EA	$ 1,750	$ 3,500
405	12" Gate Valve	4	EA	$ 3,000	$ 12,000
406	Fire Hydrant Assembly	3	EA	$ 4,750	$ 14,250
407	Water Service / Connect to Existing	6	EA	$ 1,000	$ 6,000
408	Connect to Existing Waterline	1	LS	$ 4,000	$ 4,000
409	Ductile Iron Fittings Allowance	2	TN	$ 7,500	$ 15,000
410	Trench Safety & Support for Water/Wastewater	1,080	LF	$ 2	$ 2,160
LANDSCAPING / IRRIGATION / ILLUMINATION					$ 368,233
500	Street Light Allowance (Fndn/Cond/Pole/LED Fix)	4	EA	$ 18,000	$ 72,000
501	Topsoil for ROW & Median (4" Depth)	2,867	SY	$ 4	$ 10,033
502	Sodding of ROW & Median	2,867	SY	$ 6	$ 17,200
503	Landscape Planting Allowance	1	LS	$ 150,000	$ 150,000
504	Irrigation Allowance	1	LS	$ 45,000	$ 45,000
505	Enhanced Wayfinding Monument Allowance	1	LS	$ 50,000	$ 50,000
506	Fence Reconstruction Allowance	600	LF	$ 40	$ 24,000
MISCELLANEOUS BID ITEMS					$ 6,000
600	Private Landscape Restoration Allowance	4	LOTS	$ 1,500	$ 6,000
				SUBTOTAL	$ 1,271,273
				CONTINGENCY 25%	$ 317,818
				PROFESSIONAL DESIGN (SURV/ENGR) FEES 15%	$ 190,691
				GEOTECHNICAL / CMT 9%	$ 101,702
				MAIN PROJECT TOTAL ESTIMATE	$ 1,881,484

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT G-1
Legal Description of Developer Acquisition

Collin CAD Property ID 1586135:

Being a tract of land situated in the JK Rice Survey, Abstract No. 767, Collin County, Texas, and also being all of a called 4.389 acre tract as conveyed to Willard Cattle Company I, Ltd., and recorded in Volume 4867, Page 5216, Real Property Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2 inch iron rod found for corner in the West right-of-way line of Preston Road/State Hwy No. 289 (a variable width ROW), said iron rod also being in Doe Branch, said iron rod also being at the Southeast corner of Lot 2, Block 1, Replat of Lot 1, Block 1, Celina Bank Addition, an Addition to the City of Celina, Collin County, Texas, according to the Plat thereof recorded in Volume Q, Page 677, Plat Records, Collin County, Texas;

THENCE South 23 degrees 48 minutes 11 seconds West, following the West ROW line of SH No. 289, a distance of 72.20 feet to a 1/2 inch iron rod found for corner;

THENCE South 06 degrees 46 minutes 11 seconds West, following the West ROW line of SH No. 289, a distance of 101.98 feet to a capped 1/2 inch iron rod set for corner;

THENCE South 18 degrees 05 minutes 11 seconds West, following the West ROW line of SH No. 289, a distance of 299.26 feet to a capped 1/2 inch iron rod set for corner;

THENCE South 89 degrees 40 minutes 13 seconds West, a distance of 347.85 feet to a capped 1/2 inch iron rod set for corner;

THENCE North 00 degrees 34 minutes 20 seconds West, a distance of 49.71 feet to a capped 1/2 inch iron rod set for corner;

THENCE South 89 degrees 39 minutes 11 seconds West, a distance of 153.69 feet to a capped 1/2 inch iron rod set for corner;

THENCE North 00 degrees 16 minutes 19 seconds West, a distance of 125.49 feet to a 1/2 inch iron rod found for corner in the South line of a 7.074 acre tract as conveyed to Celina ISD and recorded in Volume 814, Page 814, Real Property Records, Collin County, Texas;

THENCE North 55 degrees 18 minutes 21 seconds East, following the South line of said Celina ISD tract, a distance of 264.81 feet to a 1/2 inch iron rod found for corner at the Southeast corner of said Celina ISD tract;

THENCE North 11 degrees 02 minutes 15 seconds West, following the East line of said Celina ISD tract, a distance of 52.23 feet to a 1/2 inch iron rod found for corner;

THENCE North 79 degrees 45 minutes 11 seconds East, a distance of 435.91 feet to the POINT OF BEGINNING and containing 191,168 square feet or 4.389 acres of land, more or less.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT G-2
Legal Descriptions of City Acquisition

Collin CAD Property ID 1011354 being a 0.155-acre portion, and

Collin CAD Property ID 1011363 being a 0.156-acre portion of the tract described as:

BEING SITUATED IN THE JOSEPH K. RICE SURVEY, ABSTRACT NO. 767, COLLIN COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO RON GENTRY AND JULIE GENTRY, OF RECORD IN CC# 20070420000532100, DEED RECORDS, COLLIN COUNTY, TEXAS, AND ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO LISA S. DUFFIELD, P.C., A TEXAS LIMITED CORPORATION, OF RECORD IN CC# 20080808000966190, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF SOUTH TENNESSEE DRIVE, AT THE NORTHWEST CORNER OF SAID GENTRY TRACT;

THENCE SOUTH 89°48'25" EAST ALONG THE NORTH LINE OF SAID GENTRY TRACT, A DISTANCE OF 134.83 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 00°01'36" EAST ALONG THE EAST LINE OF SAID GENTRY TRACT, A DISTANCE OF 50.05 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHEAST CORNER THEREOF COMMON TO THE NORTHEAST CORNER OF SAID DUFFIELD TRACT;

THENCE SOUTH 00°39'13" EAST ALONG THE EAST LINE OF SAID DUFFIELD TRACT, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD SET FOR CORNER AT THE SOUTHEAST CORNER THEREOF IN THE NORTH RIGHT-OF-WAY LINE OF EAST ELM STREET;

THENCE SOUTH 89°49'52" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST ELM STREET, A DISTANCE OF 135.00 FEET TO A 3/4" IRON PIPE FOUND FOR CORNER AT THE INTERSECTION OF SAID EAST ELM STREET WITH THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH TENNESSEE DRIVE, AT THE SOUTHWEST CORNER OF SAID DUFFIELD TRACT;

THENCE NORTH 00°27'44" WEST ALONG THE EAST RIGHT-OF-WAY LANE OF SAID SOUTH TENNESSEE DRIVE, A DISTANCE OF 50.83 FEET TO A 3/4" IRON PIPE FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID DUFFIELD TRACT COMMON TO THE SOUTHWEST CORNER OF SAID GENTRY TRACT;

THENCE NORTH 00°00'00" WEST CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH TENNESSEE DRIVE, A DISTANCE OF 50.08 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.311 ACRES OF LAND, MORE OR LESS.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Collin CAD Property ID 1011381:

SITUATED in Collin County, Texas, being a part of a survey originally granted to the heirs of Joseph K. Rice, Deceased, Patent No. 1275, Vol. 10, and more fully described as follows:
BEING shown as Lot 5 of Colored School Addition adjoining the City of Celina, Collin County, Texas, on the east, the plat of which addition (dated April, 1950) has not been yet recorded, said Lot 5 being described by metes and bounds as follows: BEGINNING at a point 100 feet north of the northwest corner of what is known as Lot 2 of said Colored School Add'n., said Lot 2 being a tract of 50 x 135 feet of land conveyed by Ida Ousley, et al to Jane Schatchel by Deed recorded in Vol. 425, Page 140, Deed Records, Collin County, Texas, said point of beginning being 20 feet distant from the east line of what is known as the Colored School Lot, more fully described in Deed from Ida Ousley, et al to Celina Independent School District dated Feb. 8, 1950, recorded in Vol. 411, Page 281, Deed Records, Collin County, Texas, said point of beginning being common to the northwest corner of what is known as Lot 4 of said Colored School Add'n.;
THENCE continuing on the same course north a distance of 50 feet to the southwest corner of what is known as Lot 6 of said Colored School Add'n.;
THENCE EAST along the south line of said Lot 6 parallel with and 150 feet distant from the north line of said Lot 2, a distance of 135 feet to the west line of a 10 foot alley;
THENCE SOUTH along a northerly prolongation of the east line of said Lot 2 a distance of 50 feet to the northeast corner of said Lot 4;
THENCE WEST along the north line of said Lot 4 parallel with and 100 feet distant from the north line of said Lot 2 a distance of 135 feet to the place of beginning, containing 50 x 135 feet of land.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Collin CAD Property ID 1011390:

Lot, tract or parcel of land located in Collin County, Texas, being a part of a survey originally granted to the heirs of Joseph K. Rice, Deceased, (Abstract No. 767) Patent No. 1275, Volume 10, and more fully described as follows:

BEING known as Lot No. 2 of the Colored School Addition, adjoining the City of Celina, Collin County, Texas, on the east, the plat of which has not been yet recorded in the Office of the County Clerk of Collin County, Texas, said property being more fully described by metes and bounds as follows:

BEGINNING at the north edge of the extension of Elm Street 444.9 feet east of the southeast corner of Block 69 of the said City of Celina, Texas, said point of beginning being 20 feet east of the southeast corner of what is known as the Colored School Lot, more fully described in deed from Ida Ousley et al to Celina Independent School District, dated February 8th, 1950, recorded in Vol. 411, Page 281, Deed Records, Collin County, Texas, a stake;

THENCE North parallel with the east line of said Colored School Lot, 50 feet to a point 20 feet east and 50 foot north of the southeast corner of said Colored School Lot;

THENCE at right angles East 135 feet to the west line of a 10 foot strip designated on said unrecorded plat as being an alley;

THENCE at right angles and with the west line of said alley South 50 feet to a point in the north edge of said extension of Elm Street;

THENCE at right angles, West and along the north edge of said extension of Elm Street 135 feet to the place of beginning, containing 50x135 feet of land, more or less.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Collin CAD Property ID 1011416:

All that certain lot, tract or parcel of land located in Collin County, Texas, being a part of a survey originally granted to the heirs of Joseph K. Rice, deceased, patent number 1275, Volume 10, and being more fully described as follows:

Being known as Lot 767, Block 1TR16 of the J. K. Rice Addition located in the City of Celina, Collin County, Texas, and being previously known as Lot 9 of the Colored School Addition, adjoining the City of Celina, Collin County, Texas, on the east, being a lot 50' x 135'.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Collin CAD Property ID 1011425:

Being a part of a survey originally granted to the heirs of Joseph K. Rice, Dec'd., Pat No. 1275, Vol. 10, and more fully described as follows:

Being shown as Lot 10 of Colored School Add'n, adjoining the City of Celina, Collin County, Texas, on the E, the plat of which addition (dated April 1950) has not yet been recorded, said Lot 10 being described by metes and bounds as follows:

Beginning on the East line of a 10 foot alley at the NW cor. of what is known as Lot 9 of said Colored School Add'n., said Lot 9 being a tract of 50 by 135 feet of land conveyed by Ida Ousley, et al, to Minnie Clough by Deed recorded in Vol. 425, Page 84, Deed Records, Colin County, Texas;

Thence North along the E line of said alley a distance of 50 feet to the Southwest cor. of what is known as Lot 11 of said Colored School Add'n.;

Thence E along the South line of said Lot 11 a distance of 135 ft. to the SE cor. thereof;

Thence S along a Southerly prolongation of the East line of said Lot 11, said line being common to a Northerly prolongation of the East line of said Lot 9, a distance of 50 ft. to the NE cor. of said Lot 9;

Thence W along the N line of said Lot 9 a distance of 135 feet to the Place of Beginning,

Being the same land described in deed from Edna R. Timmerman to Henry Rhyne, et ux, Rebecca Rhyne, dated July 1, 1960, recorded in Vol. 569, Page 95, Collin County Deed Records.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Collin CAD Property ID 2674909:

Being a 0.0628-acre portion of the tract described as:

Situated in Collin County, Texas and being in the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 167, Collin County, Texas, and being a portion of the same 86.00 acre tract of land conveyed by M.G. Abernathy, County Judge, to J.E. Bateman on the 21st day of November, 1892, recorded in Volume 57, Page 21, Deed Records of Collin County, Texas, and being more fully described as follows:

COMMENCING at the southeast corner of The Bateman's 2nd Addition to the City of Celina;

THENCE N 03°40'48" E along an old fence a distance of 561.500 feet to a fence corner;

THENCE S 88°39'30" E with a fence a distance of 567.900 feet to a right-of-way marker;

THENCE N 28°02'00" E a distance of 139.540 feet to a place of beginning;

THENCE N 68°30'07" W a distance of 41.600 feet to a corner;

THENCE N 86°41'17" W a distance of 130.000 feet to an iron pin;

THENCE N 0°53'56" E a distance of 126.000 feet to an iron pin;

THENCE S 88°04'56" E a distance of 126.000 feet to an iron pin;

THENCE S 88°04'25" E along and near a fence a distance of 108.290 feet to an old post;

THENCE S 21°29'50" W a distance of 148.90 feet to the PLACE OF BEGINNING and containing 0.247 acres.

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

Collin CAD Property ID 2149327:

SITUATED in the City of CELINA, County of COLLIN, State of Texas, being a part of the J. K. RICE SURVEY, Abstract No. 767, being a part of an 8.541 acre tract of land described in Partial Release of Surface Rights dated April 22, 1981, recorded in Volume 1376, Page 729, Deed Records, Collin County, Texas, being the same 1.16 acre tract of land conveyed by NCNB Texas National Bank to Margaret Baggs by deed dated October 23, 1991, recorded in Volume 3795, Page 213, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set 1/2 inch rebar at the intersection of the South line of said Rice Survey with the West right-of-way line of State Highway No. 289 also known as Preston Road, said rod maintaining the Southeast corner of both said 8.541 acre tract, and 1.16 acre tract;

THENCE South 87 deg. 45 min. 00 sec. West, with the South line of said Rice Survey, a distance of 94.72 feet to a found 1/2 inch rebar maintaining the most Southerly Southwest corner of said 8.541 acre tract, on the East line of a 50 x 135 foot tract of land known as Lot Ten of the Colored School Addition, (an unrecorded plat), and described in deed from Betty L. Fields to Walter Fields, dated December 15, 1997, recorded in Volume 4061, Page 2030, Deed Records, Collin County, Texas;

THENCE North 04 deg. 08 min. 00 sec. West, with the East line of said Fields tract, passing its Northeast corner, the Southeast corner of a 100 x 135 foot tract of land known as Lots Eleven and Twelve, and described in two tracts in deed from R. T. McKinney and Billy Glen McKinney to John L. Banks, dated August 24, 1983, recorded in Volume 1742, Page 366, Deed Records, Collin County, Texas, and continuing for a total distance of 142.67 feet to a found 3/4 inch rebar maintaining the Northeast corner of said Banks 100 x 135 foot tract, an ell corner of said 8.541 acre tract;

THENCE North 89 deg. 52 min. 00 sec. West, with the North line of said Banks 100 x 135 foot tract, passing its Northwest corner, and continuing for a total distance of 162.77 feet to a found 3/8 inch rebar maintaining the most Westerly Southwest corner of said 8.541 acre tract;

THENCE North 00 deg. 25 min. 00 sec. West, with a West line of said 8.541 acre tract, a distance of 100.46 feet to a found 3/4 inch rebar maintaining the most Southerly Southwest corner of a 4.39 acre tract of land conveyed by Resolution Trust Corporation to Brenda W. Goodell and Kathy Willard by deed dated April 13, 1993, recorded at Number 93-0028762, Deed Records, Collin County, Texas,

THENCE East, a distance of 347.06 feet to a found 3/4 inch rebar on the East line of said 8.541 acre tract, the West right-of-way line of said State Highway No. 289, said rebar maintaining the Southeast corner of said 4.39 acre tract;

THENCE South 18 deg. 10 min. 57 sec. West, with the East line of said 8.541 acre tract, the West right-of-way line of said State Highway No. 289, a distance of 252.00 feet to the PLACE OF BEGINNING, and containing 1.16 ACRES OF LAND more or less

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

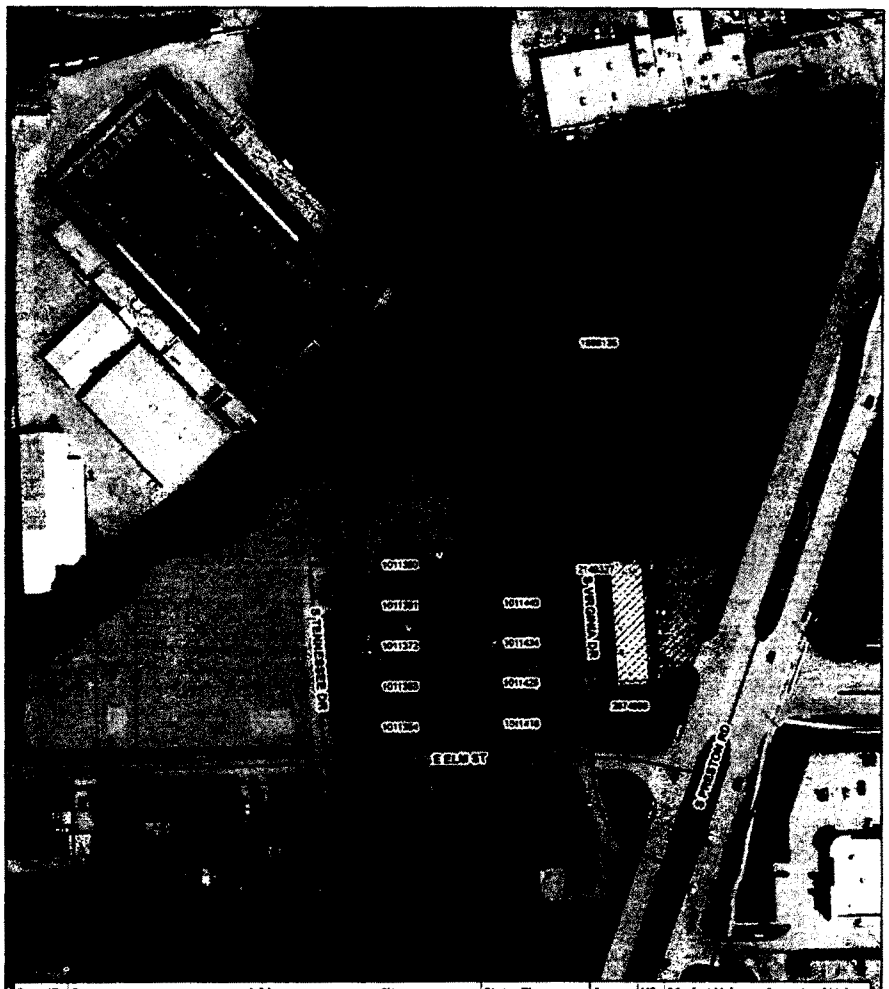
Collin CAD Property ID 1011372:

Collin CAD Property ID 1011443

Collin CAD Property ID 1011434:

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

EXHIBIT H
Depiction of Properties



Prop ID	Owner	Address	City	State	Zip	Acres	HS	Market Value	Appraised Value
1011354	COLLINS CINA	PO BOX 998	CELINA	TX	75009-0998	0.155	No	$ 45,000.00	$ 45,000.00
1011363	COLLINS CINA	PO BOX 998	CELINA	TX	75009-0998	0.156	Yes	$ 173,476.00	$ 173,476.00
1011372	PEAVY ELLEN	PO BOX 647	CELINA	TX	75009-0647	0.155	No	$ 63,704.00	$ 63,704.00
1011381	HASKELL KATHY J	PO BOX 565	CELINA	TX	75009-0565	0.155	No	$ 45,000.00	$ 45,000.00
1011390	HASKELL KATHY LOTT	PO BOX 565	CELINA	TX	75009-0565	0.155	No	$ 69,192.00	$ 69,192.00
1011416	MACK THOMAS JEROME	5318 ALAZAN BAY DR	ROWLETT	TX	75089-4511	0.155	No	$ 45,000.00	$ 45,000.00
1011425	FIELDS WALTER & BETTY L	205 S VIRGINIA ST	CELINA	TX	75009-6317	0.155	Yes	$ 116,302.00	$ 116,302.00
1011434	BANKS JUNE S	1052 LOCKWOOD CT	VIRGINIA BEACH	VA	23464-4515	0.155	No	$ 45,000.00	$ 45,000.00
1011443	BANKS JUNE S	1052 LOCKWOOD CT	VIRGINIA BEACH	VA	23464-4515	0.155	No	$ 45,000.00	$ 45,000.00
1586135	BOBCAT BUSINESS PARK LLC	2504 LOFTSMOOR LN	PLANO	TX	75025-4823	4.39	No	$ 1,051,754.00	$ 1,051,754.00
2149327	201 PRESTON ROAD LLC	PO BOX 807	CELINA	TX	75009-0807	1.16	No	$ 723,088.00	$ 723,088.00
2674909	201 PRESTON ROAD LLC	PO BOX 807	CELINA	TX	75009-0807	0.0628	No	$ 16,413.00	$ 16,413.00

CELINA TEXAS
Life Connected.

Park Expansion Analysis

Date: 10/1/2020

Legend
Roads
City Property
Parcels
Parcels

0 100 200 Feet

Attachment: 86_DoeBranch_12082020-DA (Land Swap- Doe Branch Medical)

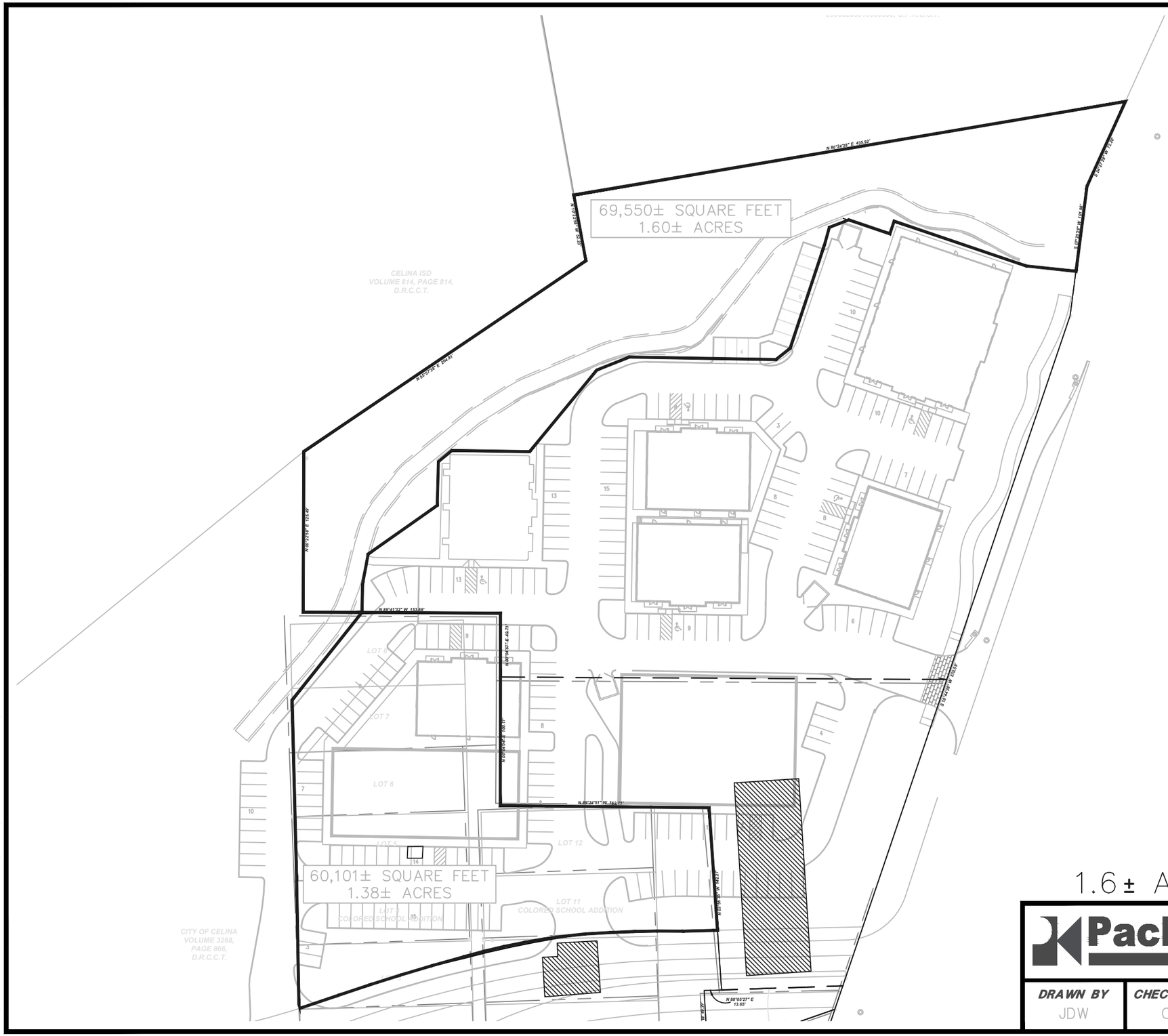


EXHIBIT "A"

1.6± ACRE TRACT SWAP EXHIBIT

Pacheco Koch
118 N. OHIO STREET
CELINA, TX 75009 214.451.2765
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JDW	CAB	1"=80'	08/16/2022	5037-21.392

CABISSETT 8/19/2022 6:08 AM
M:\DWG-50\5037-21.392\DWG\CIVIL C3D 2018\LAND SWAP OPTIONS\LANDSWAPEXHIBIT20220815.DWG

Attachment: LandSwapExhibit20220819 (Land Swap- Doe Branch Medical)

LEGAL DESCRIPTION

EXHIBIT 'A'

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING SITUATED IN THE J.K. RICE SURVEY, ABSTRACT NO. 767, COLLIN COUNTY, TEXAS, BEING ALL OF LOTS 4, 5, 6, AND 12, A PORTION OF LOTS 3, 7, 8, 10, 11, AN ALLEY, AND SOUTH VIRGINIA DRIVE, AS SHOWN ON THE UNRECORDED PLAT OF THE COLORED SCHOOL ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4" REBAR FOUND ON THE EAST LINE OF SAID ALLEY, SAID POINT BEING THE SOUTHERNMOST SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DOE BRANCH PARTNERS, LLC TRACT, RECORDED IN INSTRUMENT NO. 20210611001186040, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CITY OF CELINA, RECORDED IN INSTRUMENT NO. 20210803001563150, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE WEST LINE OF SAID CITY OF CELINA TRACT, THE FOLLOWING THREE COURSES:

1) SOUTH 00 DEGREES 04 MINUTES 04 SECONDS WEST A DISTANCE OF 100.17 FEET TO A 3/8" REBAR FOUND;

2) SOUTH 89 DEGREES 24 MINUTES 51 SECONDS EAST A DISTANCE OF 162.71 FEET TO A 3/4"REBAR FOUND ON THE EAST LINE OF SAID SOUTH VIRGINIA DRIVE;

3) ALONG THE EAST LINE OF SOUTH VIRGINIA DRIVE, SOUTH 03 DEGREES 56 MINUTES 35 SECONDS EAST A DISTANCE OF 95.70 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET;

THENCE SOUTH 88 DEGREES 38 MINUTES 20 SECONDS WEST A DISTANCE OF 27.18 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET;

THENCE NORTH 89 DEGREES 44 MINUTES 47 SECONDS WEST A DISTANCE OF 19.70 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET ON THE EAST LINE OF SAID COLORED SCHOOL ADDITION, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 933.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 26 MINUTES 41 SECONDS, AN ARC LENGTH OF 56.10 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 87 DEGREES 36 MINUTES 43 SECONDS WEST A DISTANCE OF 56.09 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET AT THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 491.56 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 16 MINUTES 07 SECONDS, AN ARC LENGTH OF 96.68 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 79 DEGREES 21 MINUTES 30 SECONDS WEST A DISTANCE OF 96.52 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET AT THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1495.18 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 55 MINUTES 37 SECONDS, AN ARC LENGTH OF 102.48 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 72 DEGREES 56 MINUTES 43 SECONDS WEST A DISTANCE OF 102.46 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET AT THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1187.28 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 30 MINUTES 53 SECONDS, AN ARC LENGTH OF 31.39 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 71 DEGREES 20 MINUTES 17 SECONDS WEST A DISTANCE OF 31.39 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET ON THE WEST LINE OF SAID COLORED SCHOOL ADDITION;

THENCE ALONG THE WEST LINE OF SAID COLORED SCHOOL ADDITION, NORTH 01 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 240.31 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET;

THENCE NORTH 38 DEGREES 38 MINUTES 08 SECONDS EAST A DISTANCE OF 87.28 FEET TO A 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873" SET ON THE SOUTH LINE OF SAID DOE BRANCH PARTNERS, LLC TRACT;

THENCE ALONG SAID SOUTH LINE OF DOE BRANCH PARTNERS, LLC TRACT, THE FOLLOWING TWO COURSES:

1) SOUTH 89 DEGREES 41 MINUTES 32 SECONDS EAST A DISTANCE OF 107.83 FEET TO A 1/2" REBAR FOUND;

2) SOUTH 00 DEGREES 04 MINUTES 57 SECONDS WEST A DISTANCE OF 49.71 FEET TO THE **POINT OF BEGINNING** CONTAINING 60,071 SQUARE FEET OR 1.379 ACRES OF LAND, MORE OR LESS.

DATE: 09/06/2022
JOB NO.: 21139A
DRAWN BY: RTH
SHEET 1 OF 3

TRACT 1
LOTS 4, 5, 6, AND 12
A PORTION OF LOTS 3, 7, 8, 10, 11, AN ALLEY, AND SOUTH VIRGINIA DRIVE
COLORED SCHOOL ADDITION
CITY OF CELINA, COLLIN COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231 www.mla-survey.com firm no.10045100

Attachment: 21139A Tract 1 Rev1 Dedicated to City Preliminary Release 9-06-2022 (Land Swap- Doe Branch Medical)

EXHIBIT 'A'

GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE (NAD 83) DERIVED FROM GPS OBSERVATIONS USING THE DALLAS/FORT WORTH AREA VIRTUAL REFERENCE NETWORK (VRN). THE VRN IS MAINTAINED BY ALLTERRA AND IS BASED ON TEXAS DEPARTMENT OF TRANSPORTATION REGIONAL REFERENCE POINTS (RRP).

2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON COLLIN COUNTY APPRAISAL DISTRICT WEB PAGE DATA (WWW.COLLINCAD.ORG).

3. TITLE ENCUMBRANCE RESEARCH (SUCH AS EASEMENTS) SHOWN ON THIS SURVEY IS BASED ON INFORMATION CONTAINED IN SCHEDULE "B" OF TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, GF NO. 2018-310908-RU, WITH AN EFFECTIVE DATE OF APRIL 15, 2021, ISSUED MAY 7, 2021 AND TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY, GF NO. 1789DF, WITH AN EFFECTIVE DATE OF JUNE 27, 2021, ISSUED JULY 16, 2021. REFERENCE IS MADE TO SAID COMMITMENTS AND RECORD DOCUMENTS LISTED THEREIN FOR FULL PARTICULARS. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT CONTAINED WITHIN SAID RESEARCH (AND THEREFORE NOT SHOWN ON THIS SURVEY). **MARSHALL LANCASTER & ASSOCIATES, INC. MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SAID TITLE ENCUMBRANCE RESEARCH.**

4. IMPROVEMENTS EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.

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

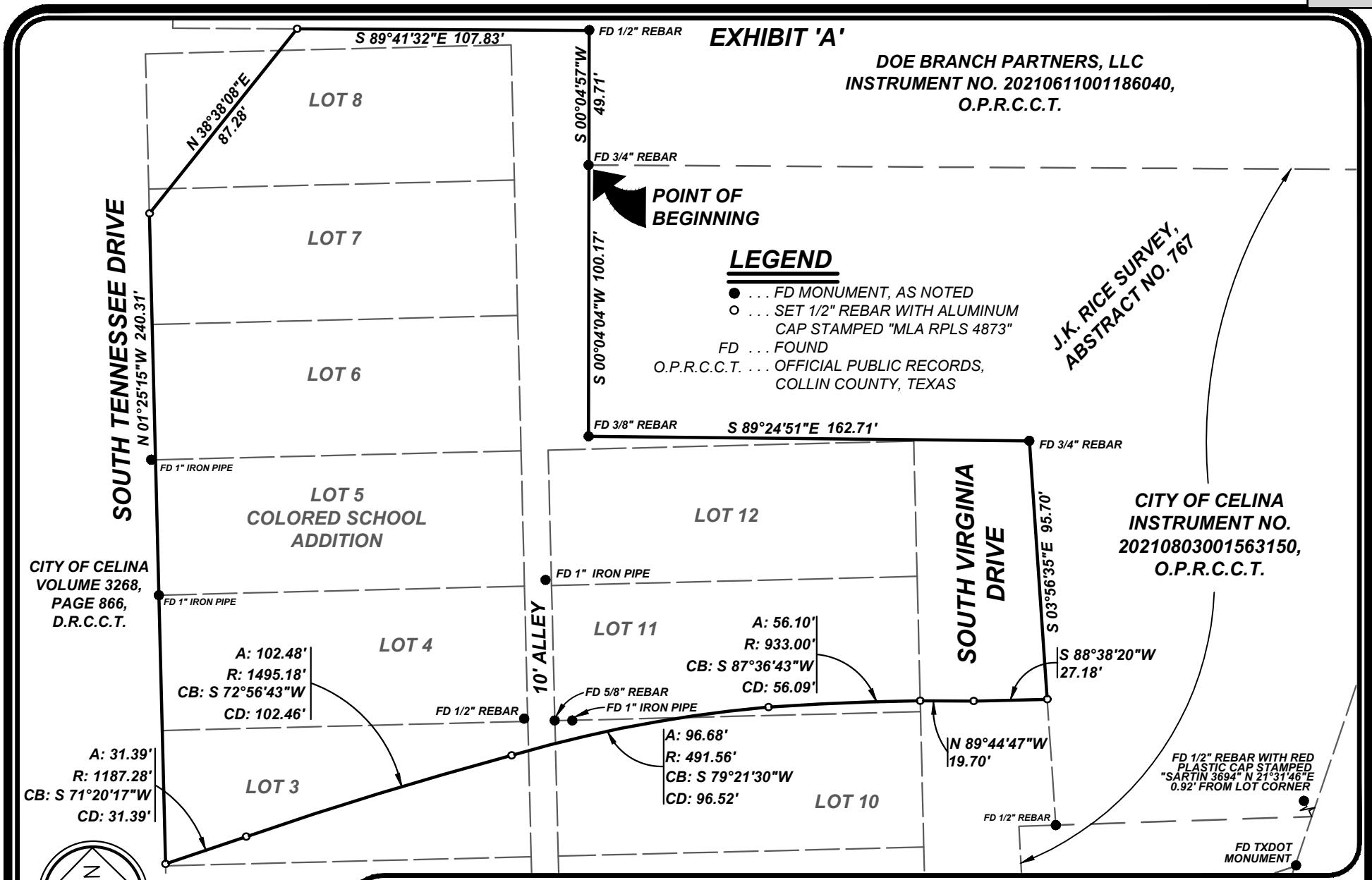
ROBERT T HIDELL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6583
DATE: SEPTEMBER 6, 2022

DATE: 09/06/2022
JOB NO.: 21139A
DRAWN BY: RTH
SHEET 2 OF 3

TRACT 1
LOTS 4, 5, 6, AND 12
A PORTION OF LOTS 3, 7, 8, 10, 11, AN ALLEY, AND SOUTH VIRGINIA DRIVE
COLORED SCHOOL ADDITION
CITY OF CELINA, COLLIN COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231 www.mla-survey.com firm no.10045100

Attachment: 21139A Tract 1 Rev1 Dedicated to City Preliminary Release 9-06-2022 (Land Swap- Doe Branch Medical)



DATE: 09/06/2022
JOB NO.: 21139A
DRAWN BY: RTH
SHEET 3 OF 3

TRACT 1

LOTS 4, 5, 6, AND 12
A PORTION OF LOTS 3, 7, 8, 10, 11, AN ALLEY, AND SOUTH VIRGINIA DRIVE
COLORED SCHOOL ADDITION
CITY OF CELINA, COLLIN COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231 www.mla-survey.com firm no.10045100

Attachment: 21139A Tract 1 Rev1 Dedicated to City Preliminary Release 9-06-2022 (Land Swap- Doe

LEGAL DESCRIPTION

EXHIBIT 'A'

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING SITUATED IN THE J.K. RICE SURVEY, ABSTRACT NO. 767, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DOE BRANCH PARTNERS, LLC, RECORDED IN INSTRUMENT NO. 20210611001186040, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

***BEGINNING** AT A 1/2" REBAR FOUND AT THE NORTHERNMOST NORTHWEST CORNER OF SAID DOE BRANCH PARTNERS LLC TRACT, SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 1, BLOCK 1, CELINA S.C. ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, AS RECORDED IN INSTRUMENT NO. 20060206010000390, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;*

***THENCE** ALONG THE NORTH LINE OF SAID DOE BRANCH PARTNERS LLC TRACT, NORTH 80 DEGREES 24 MINUTES 28 SECONDS EAST A DISTANCE OF 435.92 FEET TO THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 289;*

***THENCE** ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 24 DEGREES 27 MINUTES 28 SECONDS WEST A DISTANCE OF 72.20 FEET TO A 1/2" REBAR FOUND;*

***THENCE** CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 07 DEGREES 25 MINUTES 28 SECONDS WEST A DISTANCE OF 67.08 FEET;*

***THENCE** NORTH 83 DEGREES 52 MINUTES 01 SECONDS WEST A DISTANCE OF 39.23 FEET;*

***THENCE** NORTH 71 DEGREES 15 MINUTES 20 SECONDS WEST A DISTANCE OF 108.46 FEET;*

***THENCE** SOUTH 18 DEGREES 44 MINUTES 40 SECONDS WEST A DISTANCE OF 10.34 FEET;*

***THENCE** NORTH 71 DEGREES 15 MINUTES 20 SECONDS WEST A DISTANCE OF 33.66 FEET;*

***THENCE** SOUTH 69 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 16.32 FEET;*

***THENCE** SOUTH 15 DEGREES 28 MINUTES 28 SECONDS WEST A DISTANCE OF 14.37 FEET;*

***THENCE** SOUTH 18 DEGREES 23 MINUTES 16 SECONDS WEST A DISTANCE OF 84.65 FEET;*

***THENCE** SOUTH 51 DEGREES 20 MINUTES 00 SECONDS WEST A DISTANCE OF 14.16 FEET;*

***THENCE** NORTH 89 DEGREES 01 MINUTES 15 SECONDS WEST A DISTANCE OF 114.22 FEET;*

***THENCE** SOUTH 68 DEGREES 19 MINUTES 38 SECONDS WEST A DISTANCE OF 27.17 FEET;*

***THENCE** SOUTH 39 DEGREES 35 MINUTES 16 SECONDS WEST A DISTANCE OF 82.57 FEET;*

***THENCE** NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST A DISTANCE OF 60.41 FEET;*

***THENCE** SOUTH 50 DEGREES 51 MINUTES 03 SECONDS WEST A DISTANCE OF 13.61 FEET;*

***THENCE** SOUTH 01 DEGREES 33 MINUTES 06 SECONDS WEST A DISTANCE OF 34.28 FEET;*

***THENCE** SOUTH 54 DEGREES 56 MINUTES 26 SECONDS WEST A DISTANCE OF 65.69 FEET;*

***THENCE** SOUTH 10 DEGREES 33 MINUTES 55 SECONDS WEST A DISTANCE OF 24.02 FEET;*

***THENCE** SOUTH 01 DEGREES 00 MINUTES 42 SECONDS WEST A DISTANCE OF 21.91 FEET TO THE SOUTH LINE OF SAID DOE BRANCH PARTNERS LLC TRACT;*

***THENCE** ALONG SAID SOUTH LINE OF DOE BRANCH PARTNERS LLC TRACT, NORTH 89 DEGREES 41 MINUTES 32 SECONDS WEST A DISTANCE OF 45.85 FEET TO THE SOUTHWEST CORNER OF SAID DOE BRANCH PARTNERS LLC TRACT;*

***THENCE** ALONG THE WEST LINE OF SAID DOE BRANCH PARTNERS LLC TRACT, NORTH 00 DEGREES 22 MINUTES 58 SECONDS EAST A DISTANCE OF 125.49 FEET TO THE NORTHWEST CORNER OF SAID DOE BRANCH PARTNERS LLC TRACT, SAID POINT ALSO BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO CELINA ISD AS RECORDED IN INSTRUMENT NO. 2022000072809, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2" REBAR BEARS SOUTH 16 DEGREES 13 MINUTES 41 SECONDS EAST 0.79 FEET;*

DATE: 08/31/2022
JOB NO.: 21139A
DRAWN BY: RTH
SHEET 1 OF 3

PORTION OF
DOE BRANCH PARTNERS, LLC
INSTRUMENT NO. 20210611001186040, O.P.R.C.C.T.
J.K. RICE SURVEY, ABSTRACT NO. 767
CITY OF CELINA, COLLIN COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231 www.mla-survey.com firm no.10045100

Attachment: 21139A Tract 2 Dedicated to City Preliminary Release 8-31-2022 (Land Swap- Doe Branch Medical)

LEGAL DESCRIPTION (CONT.)

EXHIBIT 'A'

THENCE ALONG THE NORTH LINE OF SAID DOE BRANCH PARTNERS LLC TRACT AND SAID SOUTH LINE OF CELINA ISD TRACT, NORTH 55 DEGREES 57 MINUTES 38 SECONDS EAST A DISTANCE OF 264.81 FEET TO A 1/2" REBAR FOUND AT THE EAST LINE OF SAID CELINA ISD TRACT;

THENCE CONTINUING ALONG SAID NORTH LINE OF DOE BRANCH PARTNERS LLC TRACT AND THE EAST LINE OF SAID CELINA ISD TRACT, NORTH 10 DEGREES 22 MINUTES 58 SECONDS WEST A DISTANCE OF 52.23 FEET TO THE **POINT OF BEGINNING**, CONTAINING 69,609 SQUARE FEET OR 1.598 ACRES OF LAND, MORE OR LESS.

FEMA NOTE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 48085C0110J, EFFECTIVE DATE JUNE 2, 2009, THE SUBJECT PROPERTY (SEE LEGAL DESCRIPTION SHOWN HEREON) APPEARS TO LIE WITHIN:

ZONE "AE" (SHADED ON PANEL) DEFINED THEREIN AS:

"SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD). BASE FLOOD ELEVATIONS DETERMINED."

ZONE "X" (SHADED ON PANEL) DEFINED THEREIN AS:

"OTHER FLOOD AREAS. AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD".

ZONE "X" (NOT SHADED ON PANEL) DEFINED THEREIN AS:

"OTHER AREAS. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

THE ABOVE INFORMATION WAS DERIVED FROM FEMA'S WEB SITE. THE REFERENCED FLOOD INSURANCE RATE MAP WAS THE CURRENT MAP ACCORDING TO SAID WEB SITE DURING THE RESEARCH PHASE OF THIS SURVEY. ADDITIONAL RESEARCH INTO LETTERS OF MAP REVISION, AMENDMENT, OR ANY OTHER INFORMATION ON SAID WEB SITE WAS NOT PERFORMED. MARSHALL LANCASTER & ASSOCIATES, INC. MAKES NO REPRESENTATION AS TO THE ACCURACY OR CURRENT STATUS OF SAID MAPS.

GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE (NAD 83) DERIVED FROM GPS OBSERVATIONS USING THE DALLAS/FORT WORTH AREA VIRTUAL REFERENCE NETWORK (VRN). THE VRN IS MAINTAINED BY ALLTERRA AND IS BASED ON TEXAS DEPARTMENT OF TRANSPORTATION REGIONAL REFERENCE POINTS (RRP).

2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON COLLIN COUNTY APPRAISAL DISTRICT WEB PAGE DATA (WWW.COLLINCAD.ORG).

3. TITLE ENCUMBRANCE RESEARCH (SUCH AS EASEMENTS) SHOWN ON THIS SURVEY IS BASED ON INFORMATION CONTAINED IN SCHEDULE "B" OF TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, GF NO. 2018-310908-RU, WITH AN EFFECTIVE DATE OF APRIL 15, 2021, ISSUED MAY 7, 2021 AND TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY, GF NO. 1789DF, WITH AN EFFECTIVE DATE OF JUNE 27, 2021, ISSUED JULY 16, 2021. REFERENCE IS MADE TO SAID COMMITMENTS AND RECORD DOCUMENTS LISTED THEREIN FOR FULL PARTICULARS. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT CONTAINED WITHIN SAID RESEARCH (AND THEREFORE NOT SHOWN ON THIS SURVEY). ***MARSHALL LANCASTER & ASSOCIATES, INC. MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SAID TITLE ENCUMBRANCE RESEARCH.***

4. IMPROVEMENTS EXIST THAT ARE NOT SHOWN ON THIS EXHIBIT.

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

ROBERT T HIDELL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6583
DATE: AUGUST 31, 2022

DATE: 08/31/2022
JOB NO.: 21139A
DRAWN BY: RTH
SHEET 2 OF 3

PORTION OF
DOE BRANCH PARTNERS, LLC
INSTRUMENT NO. 20210611001186040, O.P.R.C.C.T.
J.K. RICE SURVEY, ABSTRACT NO. 767
CITY OF CELINA, COLLIN COUNTY, TEXAS

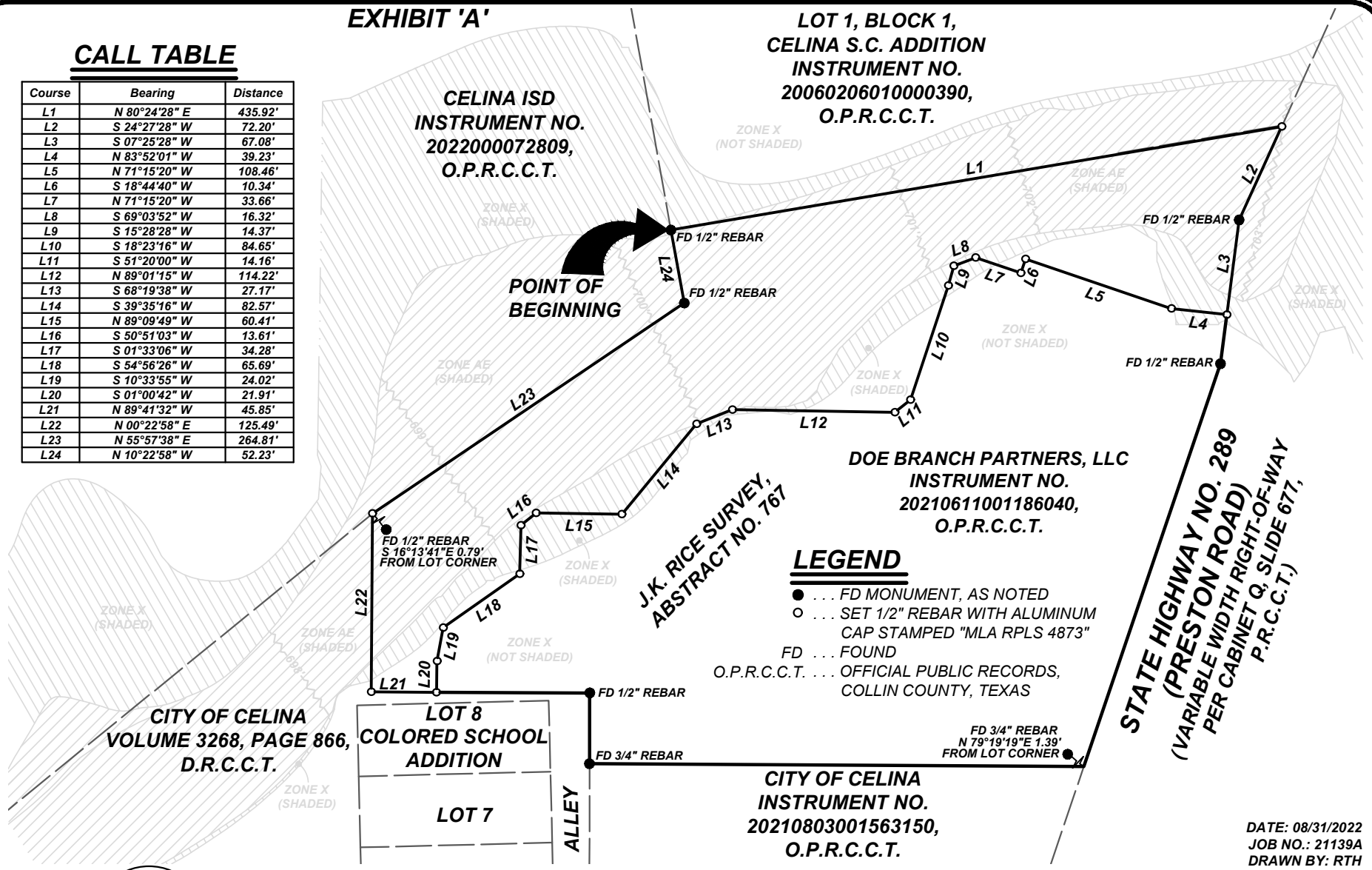
MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231 www.mla-survey.com firm no.10045100

Attachment: 21139A Tract 2 Dedicated to City Preliminary Release 8-31-2022 (Land Swap- Doe Branch Medical)

EXHIBIT 'A'

CALL TABLE

Course	Bearing	Distance
L1	N 80°24'28" E	435.92'
L2	S 24°27'28" W	72.20'
L3	S 07°25'28" W	67.08'
L4	N 83°52'01" W	39.23'
L5	N 71°15'20" W	108.46'
L6	S 18°44'40" W	10.34'
L7	N 71°15'20" W	33.66'
L8	S 69°03'52" W	16.32'
L9	S 15°28'28" W	14.37'
L10	S 18°23'16" W	84.65'
L11	S 51°20'00" W	14.16'
L12	N 89°01'15" W	114.22'
L13	S 68°19'38" W	27.17'
L14	S 39°35'16" W	82.57'
L15	N 89°09'49" W	60.41'
L16	S 50°51'03" W	13.61'
L17	S 01°33'06" W	34.28'
L18	S 54°56'26" W	65.69'
L19	S 10°33'55" W	24.02'
L20	S 01°00'42" W	21.91'
L21	N 89°41'32" W	45.85'
L22	N 00°22'58" E	125.49'
L23	N 55°57'38" E	264.81'
L24	N 10°22'58" W	52.23'



LEGEND

● . . . FD MONUMENT, AS NOTED
○ . . . SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "MLA RPLS 4873"
FD . . . FOUND
O.P.R.C.C.T. . . . OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

DATE: 08/31/2022
JOB NO.: 21139A
DRAWN BY: RTH
SHEET 3 OF 3

NORTH

100 0 100
GRAPHIC SCALE 1"=100'

PORTION OF
DOE BRANCH PARTNERS, LLC
INSTRUMENT NO. 20210611001186040, O.P.R.C.C.T.
J.K. RICE SURVEY, ABSTRACT NO. 767
CITY OF CELINA, COLLIN COUNTY, TEXAS

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
land title surveys · topography · subdivision platting
retail, commercial and industrial construction surveying
1864 Norwood Drive, Suite E, Hurst, TX 76054
metro (817) 268-8000 fax (817) 282-2231 www.mla-survey.com firm no.10045100

Attachment: 21139A Tract 2 Dedicated to City Preliminary Release 8-31-2022 (Land Swap- Doe Branch

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	September 13, 2022
Re:	Ownsby Pkwy (Preston to Coit) ROW Services

Action Requested:
Consider and act to approve Right of Way Negotiations, Appraisals, Title Reports and Filings for Ownsby Parkway (Preston to Coit) to Specialty Land Services in an amount not to exceed $130,450.00. (Berry)

Background Information:
The City maintains an executed Master Services Agreement (MSA) with Specialty Land Services for right of way negotiations, appraisals, title reports and filing deeds for Ownsby Parkway between Preston Road and Coit.

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:
Work Authorization

Staff Recommendation:
Authorize MSA Work Authorization

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 #:			
Project Name:	Ownsby Parkway Right of Way		
Purchase Order#		**Project #(s)**	R58

INVOICE SUBMITTAL

Billing Period:	
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:** **Right of Way Negotiations, Appraisals, Title Reports, Filing Deeds**
2. **Compensation:** **$130,450.00 – Cost breakdown attached as Exhibit B**
3. **Timeline:** **N/A**

Attachment: Specialty Land Services - R58 Ownsby Parkway - Task Order (Ownsby Parkway ROW (Preston to Coit) R58)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Buddy Minett
	Signature
Dawn Berry, Purchasing Manager	Buddy Minett – President
	7/28/22
Date	Date

Attachment: Specialty Land Services - R58 Ownsby Parkway - Task Order (Ownsby Parkway ROW (Preston to Coit) R58)

Exhibit B
Easement Parcel List

PROP ID	Owner	Legal Description	Address	Billing Description	Billing Fee
2765805	EMERALD CENTER LLC	ABS A0532 LINDSEY LEWIS SURVEY, TRACT 4, 5.7512 ACRES		ROW, TCE	$ 2,500.00
				Appraisal	$ 4,100.00
				Title Report	$ 1,000.00
2777422	EMERALD CENTER LLC	ABS A0532 LINDSEY LEWIS SURVEY, TRACT 6, 2.112 ACRES		ROW, TCE	$ 625.00
2528804	MOORE JACK JR	ABS A0532 LINDSEY LEWIS SURVEY, TRACT 2, 55.5321 ACRES	317 E OWNSBY PKWY CELINA, TX 75009	ROW, TCE,DE	$ 3,125.00
				Appraisal	$ 4,100.00
				Title Report	$ 1,000.00
2528805	COLLIN COUNTY INVESTMENTS LTD	ABS A0532 LINDSEY LEWIS SURVEY, TRACT 3, 76.69 ACRES	S PRESTON RD/E OWNSBY PKWY CELINA, TX 75009	ROW, TCE	$ 2,500.00
				Appraisal	$ 4,100.00
				Title Report	$ 1,000.00
2038527	CLARK JOSEPH RAYMOND & JOY BUSSELL	PRESTON HILLS III ADDITION (CCL), BLK A, LOT 1	4155 HERITAGE TRL CELINA, TX 75009	ROW, TCE	$ 2,500.00
				Appraisal	$ 4,100.00
				Title Report	$ 1,000.00
2038540	CRYSEL EDWARD & BARBARA	PRESTON HILLS III ADDITION (CCL), BLK B, LOT 1	4154 HERITAGE TRL CELINA, TX 75009	ROW, TCE	$ 2,500.00
				Appraisal	$ 4,100.00
				Title Report	$ 1,000.00
2038553	FULLER CELIA A & JONATHAN D FULLER	PRESTON HILLS III ADDITION (CCL), BLK B, LOT 14	4173 PEREGRINE PT CELINA, TX 75009	ROW, TCE	$ 2,500.00
				Appraisal	$ 4,100.00
				Title Report	$ 1,000.00
2038555	RUSSELL JAMES & ROBIN	PRESTON HILLS III ADDITION (CCL), BLK C, LOT 20	4172 PEREGRINE PT CELINA, TX 75009	ROW, TCE	$ 2,500.00
				Appraisal	$ 4,100.00
				Title Report	$ 1,000.00

Attachment: Specialty Land Services - R58 Ownsby Parkway - Task Order (Ownsby Parkway ROW (Preston to Coit) R58)

2054451	BANNISTER CODIE CARLTON & BREANNA MORGAN	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 19	909 E OWNSBY PKWY CELINA, TX 75009	TCE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2054450	O'NEAL DENNY DARRYLL & CYNTHIA SUE	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 18	925 E OWNSBY PKWY CELINA, TX 75009	TCE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2054449	SCHELLENBACH & ASSOCIATES INC	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 17	929 E OWNSBY PKWY CELINA, TX 75009	TCE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2054448	ANDRADE NOE &	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 16	955 E OWNSBY PKWY CELINA, TX 75009	TCE, DE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2054447	TAYLOR JARRETT CHARLES & HOPE CLARK	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 15	1025 E OWNSBY PKWY CELINA, TX 75009	TCE, DE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2054446	KINO LAND LLC	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 14	E OWNSBY PKWY CELINA, TX 75009	TCE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2054445	KEY KIM MENDENHALL	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 13	1111 E OWNSBY PKWY CELINA, TX 75009	ROW, TCE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2054444	UNICH MATTHEW TAYLOR &	PRESTON HILLS III ADDITION PHASE II (CCL), BLK C, LOT 12	1123 E OWNSBY PKWY CELINA, TX 75009	ROW, TCE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00

Attachment: Specialty Land Services - R58 Ownsby Parkway - Task Order (Ownsby Parkway ROW (Preston to Coit) R58)

2635660	WOOD WILLIAM K & KATHY D	ABS A1008 MCKINZIE WILHITE SURVEY, TRACT 4, 37.5534 ACRES	1304 VEST LN CELINA, TX 75009	ROW, TCE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
2663833	EL-ZIND PROPERTY INC	ABS A0171 JOHN CAHILL SURVEY, TRACT 2, 5.3518 ACRES	S PRESTON RD/ E OWNSBY PKWY CELINA, TX 75009	DE	$	2,500.00
				Appraisal	$	4,100.00
				Title Report	$	1,000.00
				Total	**$**	**130,450.00**

Billing Description Legend:
ROW – Right of Way Deed
TCE – Temporary Construction Easement
DE – Drainage Easement

Attachment: Specialty Land Services - R58 Ownsby Parkway - Task Order (Ownsby Parkway ROW (Preston to Coit) R58)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 13, 2022
Re: Rasor Regional WRF

Action Requested:
Consider and act to authorize an agreement for Engineering Services for the design of Rasor Regional WRF to Garver, LLC., in an amount not to exceed $1,425,864.00. (Berry)

Background Information:
The city has the obligation to provide sewer service to the Serenade development per the agreement between HC Celina 414 LLC and the City. Per the agreement the city is to design and permit a new wastewater treatment plant to serve the development. The design and permitting is to commence upon the city receiving a payment of $400,000 by the developer. The payment was received by the city in May 2022

Service includes design of the new facility to provide for 0.25 MGD waste water treatment plant for the Rasor Water Reclamation Facility (WRF). The agreement including the fee schedule and timeline are attached.

Preliminary Design is approximately 120 days and Final is 150 days. Construction is estimated at 365 days.

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 22W05082

WORK ORDER NO. 22W05082
City of Celina
Celina, Texas
Project No. 22W05082

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

Under this Work Order, the Owner intends to make the following improvements for the **Rasor Regional WRF.**

Generally, the Scope of Services includes professional services necessary for design phase services and bidding services for the recommended improvements to construct a new greenfield 0.25 MGD WWTP at land to be acquired by the Owner.

The scope of services includes design of the new facilities to provide for 0.25 MGD of wastewater treatment. The design will target the effluent limits identified through the draft permit application being conducted under separate work order.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Preliminary Design

The preliminary design phase will be based upon the findings and recommendations which have been developed as part of the recent conceptual design evaluation. The conceptual design phase detailed a conceptual design memorandum, entitled "Conceptual Design Memorandum City of Celina – Rasor Water Reclamation Facility, dated July 2022", to document the proposed processes and unit sizing, and to develop a site layout for the first two Rasor WRF phases, 0.25 MGD and 0.50 MGD. This approximately 10% level of design effort coordinated the proposed site layout with the Rasor property and their infrastructure consultant.

The conceptual design memorandum developed a plan with these key elements:

- The influent pump station
- the solids processing facilities, based upon dewatering bins
- the electrical facilities are envisioned to be site specific facilities to be designed for the Rasor WRF.
- For the remaining key elements, package plant units will provide pre-manufactured treatment units for these functions:
    - Influent flow metering.
    - Headworks screening and screenings processing.
    - Grit removal and grit processing.
    - Aeration basins, with aeration blowers
    - Secondary clarifiers with return sludge pumping together with waste sludge pumping.
    - Solids holding tanks
    - Tertiary filtration
    - Ultraviolet (UV) disinfection

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

The total plan will require a property of approximately 15 acres that provides appropriate facility spacing with appropriate piping and utility corridors. Odor control easements, per TCEQ requirements, will need to be negotiated with adjacent property owners to provide 150 feet of TCEQ setback from the property boundaries. Considerations with the collection system infrastructure that is being designed by the Developer's consultant will be coordinated.

Garver will survey upstream and downstream cross sections of the Little Elm Creek tributary for appoximately 800' to confirm the floodplain elevation versus FEMA Zone A mapping. The proposed site layout is not intended to be within the mapped floodplain. If floodplain conflicts exist, additional floodplain cooridnation would occur as special services.

The preliminary design phase will represent approximately 30 percent of final construction documents. The preliminary design phase submittal will include a submittal of preliminary plans and an opinion of probable construction cost. This submittal will not include technical specifications or "front end" contract documents. Garver will not begin final design until the preliminary design is approved by the Owner in writing. Preliminary design will include:

1. Process Design Criteria
2. Opinion of Probable Construction Cost – Preliminary Design Phase (OPCC)
3. Preliminary Drawings
4. Equipment Data Sheets and Manufacturer Information

Garver will perform the following project coordination tasks:

- Advise Owner as to the necessity of Owner providing data or services that are not part of Garver's Basic Services.
- Coordinate with the Site Developer's infrastructure consultant to coordinate influent collection system interties and potable water system interties.
- Coordinate for electrical service with the local electrical power provider.
- Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Maintain and monitor project budget and submit monthly invoices based on progress of work to date.
- Conduct three teleconference progress meetings with Owner's staff, and concurrently one onsite visit to the WRF site or Owner offices.
- Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes.

Process design criteria will be documented to identify basis of unit sizing and verification of TCEQ regulatory conformance with the NPDES permit that is being obtained under separate work order.

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

Garver anticipates the preliminary design drawings will include a site plan, yard piping plan, hydraulic profile, demolition details, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid treatment process units and solids treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagrams. Access to the site will also be coordinated and shown to connect to the development's roadway network.

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

Preliminary Design Deliverables shall be:

- PDF of the draft Preliminary Design Documents
- PDF of the final version of the Preliminary Design Documents

Task 2.0 Final Design Services

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost.

Garver will perform the following project coordination tasks:

- Advise Owner as to the necessity of Owner providing data or services that are not part of Garver's Basic Services.
- Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Maintain and monitor project budget and submit monthly invoices based on progress of work to date.
- Conduct four teleconference progress meetings with Owner's staff.
- Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes.
- Utilize the City's document management system (Procore).

The final design phase is anticipated to have three major submittals: a 60%, 90%, and 100%. For the project bidding, the following applies:

- Garver will include (2) designed deductive alternates to provide award flexibility to match with available project funding.
- Identify any recommended pre-purchase equipment packages. Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included in the basic services but are included as special services.

The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work.

Garver and the Owner's standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC) will be used, along with Garver's standard drawing format and technical specifications. Garver will utilize the Owner and Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front end documents.

Garver will lead a review workshop for each of the two (2) final design phases: 60% and 90%. The Process Control and SCADA workshop will be a component module of the 60% Design Workshop. The purpose of these module will be to coordinate the Owner's desired method and level of process control and remote operation capabilities.

The 60% Design Workshop module will include a review of the Preliminary Design Workshop module action items, an update regarding the proposed SCADA system components, advanced design concepts, the path forward to completion of the project,and programming services.

Final Design Deliverables shall be:

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

- PDF of the draft 60% Design Documents.
- PDF of the draft 90% Design Documents.
- PDF of the 100% Design Documents.
- PDF of the Bidding Documents.
- Required copies for Technical Review as required by State Agencies.
- Proposed odor control easement documents for the Owner to obtain odor control easements from adjacent property owners.

Task 3.0 Bidding Services

Task 3.1 Bidding Assistance

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

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- Assist the Owner's purchasing department by supplying construction documents for the Owner to advertise the project through the Owner's plan room.
- Support the contract documents by preparing addenda as appropriate and posting on Garver's online plan room.
- Participate in one pre-bid meeting.
- Prepare a pre-bid meeting agenda. Following Owner authorization, post the pre-bid meeting memorandum with attendance record on Owner's plan room.
- Participate and chair a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
- Attend the bid opening.
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Attend and participate in reporting recommendation of award to Owner Council.
- Prepare construction contracts.
- Prepare conformed documents (four half size sets).
- Distribute as required to State Agencies.

Task 4.0 Construction Services

During the construction phase of work, Garver will accomplish the following:

1. Attend a preconstruction meeting.
2. Attend twelve (12) monthly progress/coordination meetings with the Owner/Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. The scope assumes 150 submittals.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. The scope assumes 60 RFIs.
5. Prepare up to four change orders.
6. Prepare and furnish record drawings based on mark ups to the conformed drawings to be provided by the Owner. These will be provided by PDF.
7. Participate in final project inspection and review Owner's punch list.

The proposed fee for Construction Phase Services is based on a 365-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

Task 5.0 Special Services

Conceptual design phase discussions detailed that expediting the final startup of the Rasor WRF could be realized by selecting during the design phase, a manufacturer of the listed pre-manufactured elements and negotiating a scope of facilities, a price for said facilities and a delivery schedule during the construction phase. These special services are anticipated for the expedited design, manufacture, and delivery of the pre-manufactured facilities:

- Detail and coordinate scope, price proposal and schedule of delivery of facilities with manufacturer.
- Evaluate with Owner, the manufacturers' proposals to select the best value proposal.
- Detail procurement agreements between the Owner and the selected manufacturer, such that manufacturer's design be coordinated with project's design documents.
- Coordinate execution of procurement agreement between the Owner and the selected manufacturer.
- Review and coordinate final shop drawings with manufacturer to allow proceeding with manufacture of equipment.
- Monitor progress of manufacturing with overall project delivery schedule.
- Coordinate assignment of equipment procurement contract from Owner to general contractor responsible for delivery of complete project.

Various other special services incidental to the project but not within the scope of the basic engineering services covered by the preceding scope, which may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to the following:

- Easement coordination or easement documents
- Survey or site platting, including boundary survey
- Geotechnical services
- Additional permitting assistance
- Floodplain modeling and permitting

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, Tasks 1-4, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

The table below presents a summary of the fee amounts and fee types for this contract. A breakout of costs associated with each Task is provided in Appendix A.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1.0 Preliminary Design	$246,867	Lump Sum
Task 2.0 Final Design	$445,485	Lump Sum
Task 4.0 Bidding Services	$57,049	Lump Sum
Task 5.0 Construction Services	$401,463	Hourly, NTE
SUBTOTAL PROFESSIONAL SERVICES	$1,150,864	Lump Sum
Task 6.0 Special Services	$275,000	Hourly, NTE
TOTAL FEE	$1,425,864	

The total amount to be paid under this agreement is $1,425,864.

For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A with approximate current hourly rates for each employee classification.

For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2023.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2023.

SECTION 3 – ADDITIONAL SERVICES (EXTRA WORK)

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

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

1. Roadway Design beyond site access road.
2. Environmental Information Document.
3. Discharge Permitting.
4. Topographical surveying or Property surveying.

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

5. Construction Phase On-site Observation.
6. Construction materials testing.
7. Easement coordination or easement documents.
8. SSES, I&I analysis, and/or sewer system survey.
9. Design of improvements off-site.
10. Utility relocation coordination or design of off-site utilities such as gas, electric, etc.
11. Hydraulics and hydrology for an Individual 404 permit.
12. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
13. Submittals or deliverables in addition to those listed herein.
14. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
15. Environmental Handling and Documentation beyond those previously identified, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
16. Preparation/submittal of a CLOMR and/or LOMR.
17. Post-construction hydraulic models.
18. Sludge Management Plan
19. Warranty Assistance
20. Water Reuse Master Plan
21. Utility rate study
22. Water Conservation Plan
23. Drought Management Plan
24. Extra Meetings
25. Sampling Services
26. Additional meetings

SECTION 4 – SCHEDULE

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

Project Task	Duration
Task 1.0 – Preliminary Design	120 days from Notice to Proceed
Task 2.0 – Final Design	150 days from Owner's acceptance of Task 1.0 services and Owner's Notice to Proceed
Task 3.0 – Bidding	45 days from Owner's Advertisement
Task 4.0 – Construction Services	365 days concurrent with Contractor's NTP

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

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

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

City of Celina	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: _____ *Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

Attachment: Agreement - Design of Rasor Regional WRF (Rasor Regional WRF)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Cody Webb, Director of Parks and Recreation
Date: September 13, 2022
Re: Recreation Management Software 2022-0152

Action Requested:
Consider and act to award bid 2022-0152 for Recreation Management Software to Civic Plus for an initial three year term at an amount not to exceed $21,821.00. Each additional year after year three will be approximately $5,000 per year. (Quigley)

Background Information:
On 06/07/2022, the City received responses to bid 2022-0152 for Recreation Management Software. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred and ninety-four vendors were notified. Six responses were received.

The Parks and Recreation Department are in need of recreation management software to help keep pace with the City's growth and the departments' scope of responsibility. The software will help the department handle scheduling and invoicing for facility rentals and will be an integral part of operations for future recreation centers.

Initial review was done by Purchasing and forwarded to staff. Parks and Recreation and Information Technology Staff reviewed the proposals and previously viewed demos from CivicPlus, RecDesk, Rectrac, and Active Network. After careful evaluation we have determined it in the City's best interest to award the contract to CivicPlus LLC. CivicPlus is our current vendor for our City website.

The contract period is for three (3) years.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the FY23 budget and is contingent on the approval of the FY23 Budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order no earlier than October 1st, 2022.

Legal Review:

Agreement was reviewed by Legal counsel.

Supporting Documents:
Agreement
Scoring Worksheet

Staff Recommendation:
Award Bid # 2022-0152

Supplier Scoring Summary 2022-0152 - Recreation Management Software

Supplier	Rank	Score		Bid Evaluation	Functional	Technical	References	Implementation, Maintenance, and Support	Cost	
		100			25	25	20	15	15	
CivicPlus, LLC	1	89.33			22	20	19	13	15	
RecDesk Software	2	74.33			21	14	17	11	12	
PerfectMind Inc.	3	72.33			17	17	16	11	11	
RecTrac LLC dba Vermont Systems	4	71.00			20	18	17	10	6	
Active Network LLC	5	58.67			21	16	3	11	7	
Intelligenz Solutions Internat	6	55.33			16	17	10	8	4	
		70.17			**19.50**	**17.17**	**13.67**	**10.67**	**9.17**	

Attachment: Scoring Worksheet Council Agenda (Recreation Management Software 2022-0152)

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-15630-1
Date: 3/24/2021 12:19 PM
Expires On: 10/31/2022
Product: CivicRec

Client:
Celina TX - CivicRec

Bill To:
Celina TX - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Michael DuPont	x	michael.dupont@civicplus.com		Net 30

CivicRec - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time	USD 3,885.00
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 3,000.00
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time	USD 750.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable	USD 4,500.00
1.00	CivicRec Pay - Global Payments Integrated	CivicRec Pay - Global Payments Integrated	Renewable	USD 0.00
1.00	CivicRec Pay Annual Fee - Global Payments Integrated	CivicRec Pay Annual maintenance and support fee	Renewable	USD 0.00
1.00	CivicRec Pay Implementation - Global Payments Integrated	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time	USD 0.00

~~List Price - Year 1 Total~~	~~USD 16,635.00~~
Total Investment - Year 1	USD 12,135.00
Annual Recurring Services - Year 2	USD 4,725.00

Total Days of Quote:365

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW as amended by the Parties in writing by Addendum.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 Fees shall be invoiced as follows:

a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total Investment - Year 1 Fees.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.

5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 225,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice. Any audit conducted under this Section shall be limited to any City information reasonably necessary to confirm the Actual Processing Volume, and shall be subject to the Texas Public Information Act and all other applicable State laws.

6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors.

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: www.civicplus.com/master-services-agreement, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Celina, TX. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

48. Notwithstanding any of the above foregoing provisions, CivicPlus understands and agrees that Client is obligated to comply with the Texas Public Information Act and that the City's compliance with the Texas Public Information Act will not be a violation of any of the provisions of this Agreement.

49. The Parties agree that the Client, being a local governmental entity, has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

50. CivicPlus shall maintain insurance in the form and of the amounts described in Exhibit A, attached hereto and incorporated herein.

51. CivicPlus agrees to adhere to the list of staturorily-required provisions included in Exhibit B, attached hereto and incorporated herein.

2. AMENDMENTS

Document and Section	Amended Language
MSA § 2	Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 32 -34, 42, 43 and 44 will survive any expiration or termination of this Agreement.
MSA § 3	At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services. In its notice, CivicPlus shall provide Client with a reasonable amount of time for which the Service will be suspended.
MSA § 5	Each SOW will state the amount of days from the date of invoice that payment will be due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non- payment.
MSA § 7	Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise. CivicPlus agrees to acknowledge and defend the Client's legal ownership of the Client Content in the event of disputes over its ownership.
MSA § 15	To the extent allowed by law, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

	limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article IX, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.
MSA § 17	CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, the Parties will be responsive and cooperative with each other to ensure the Project Development is completed in a timely manner.
MSA § 44	The invalidity, illegality, or unenforceability, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. If a provision is found to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
MSA § 46	The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.
MSA § 48	Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within thirty (30) days receipt of notice of such update.
SOW § 5	The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 225,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice. Any audit conducted under this Section shall be limited to any City information reasonably necessary to confirm the Actual Processing Volume, and shall be subject to the Texas Public Information Act and all other applicable State laws.
SOW § 6	Should merchant account services become necessary, Client is responsible for (i) ensuring execution of a merchant account contract with Client's select merchant account provider, (ii) negotiating terms and conditions of such separate contract, and (iii) paying all fees required to maintain the services, but in no event shall a breach of a merchant account contract constitute a breach of the MSA or this SOW, and the terms and conditions of such merchant account contract are not integrated into the MSA or this SOW.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Addendum.

Client	**CivicPlus**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

EXHIBIT A
INSURANCE OF CIVICPLUS

CivicPlus shall provide and maintain, until the Services covered in the Agreement are completed and accepted by the City, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate). Coverage must be written on an occurrence form. Contractual Liability must be maintained covering CivicPlus' obligations contained in the Agreement.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. Errors & Omissions coverage may not be required for all services. If the City deems such coverage necessary, the following conditions will apply:

   a. Professional Liability with minimum limits of $1,000,000 or higher, depending on the type, size, and scope of services.

   b. This coverage must be maintained for at least two (2) years after the Term. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the Agreement (or earlier) must be maintained during the full term of the Agreement.

5. Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of operations or services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. CivicPlus may maintain reasonable and customary deductibles, subject to approval by the Client.

Any Subcontractor(s) hired by CivicPlus shall maintain insurance coverage equal to that required of CivicPlus. It is the responsibility of CivicPlus to assure compliance with this provision. The Client accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards (for engineering and architects), and contractual liability.

With reference to the foregoing insurance requirement, CivicPlus shall specifically endorse applicable insurance policies as follows:

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

1. The Client shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Client shall be contained in the Workers Compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Client of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the Client will receive at least thirty- (30) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name the Client as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. CivicPlus may maintain reasonable and customary deductibles, subject to approval by the Client.

9. Insurance must be purchased from insurers that are financially acceptable to the Client.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Client.

Upon request, CivicPlus shall furnish the Client with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

Exhibit B
Statutorily Required Provisions

1. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, CivicPlus 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 Agreement. 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. CivicPlus understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

2. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least $100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, CivicPlus 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 Agreement 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), Texas Government Code (as added by SB 19). CivicPlus understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

3. Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, CivicPlus hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, CivicPlus and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the appliable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. CivicPlus understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement, except where otherwise modified by a written Addendum signed by both Parties.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Attachment: Civic Plus Agreement 8-31-22 (Recreation Management Software 2022-0152)

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 13, 2022
Re: Atmos Mid-Tex 2022 RRM Settlement

Action Requested:
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 2022 rate review mechanism filings. (Satarino)

Background Information:
The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of $141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $115 million, $83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $95.8 million instead of the claimed $141.3 million.

The Executive Committee recommends a settlement at $115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution before September 30, 2022.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
The impact of the settlement on average residential rates is an increase of $4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be $14.34 or 4.3 percent. Atmos provided bill impact comparisons containing these figures.

Legal Review:
The City Attorney has reviewed the Resolution.

Supporting Documents:
CY21 MTX RRM- Average Bill
CY21 MTX RRM- Pension Benchmark
CY21 MTX RRM- Tariffs
2022 Atmos Mid-Tex RRM Settlement Resolution

Staff Recommendation:
Staff recommends for approval.

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.							Current	Proposed	Change	
1	**Rate R @ 43.8 Ccf**									
2	Customer charge						$ 20.85			
3	Consumption charge	43.8	CCF	X	$ 0.27979	=	12.25			
4	Rider GCR Part A	43.8	CCF	X	$ 0.35744	=	15.66			
5	Rider GCR Part B	43.8	CCF	X	$ 0.35918	=	15.73			
6	Subtotal						$ 64.49			
7	Rider FF & Rider TAX		$ 64.49	X	0.06408	=	4.13			
8	Total						$ 68.62			
9										
10	Customer charge							$ 21.55		
11	Consumption charge	43.8	CCF	X	$ 0.36223	=		15.87		
12	Rider GCR Part A	43.8	CCF	X	$ 0.35744	=		15.66		
13	Rider GCR Part B	43.8	CCF	X	$ 0.35918	=		15.73		
14	Subtotal							$ 68.81		
15	Rider FF & Rider TAX		$ 68.81	X	0.06408	=		4.41		
16	Total							$ 73.22	$	4.60
17										6.71%
18										
19	**Rate C @ 345.7 Ccf**						**Current**	**Proposed**	**Change**	
20	Customer charge						$ 56.50			
21	Consumption charge	345.7	CCF	X	$ 0.12263	=	42.39			
22	Rider GCR Part A	345.7	CCF	X	$ 0.35744	=	123.56			
23	Rider GCR Part B	345.7	CCF	X	$ 0.26532	=	91.71			
24	Subtotal						$ 314.16			
25	Rider FF & Rider TAX		$ 314.16	X	0.06408	=	20.13			
26	Total						$ 334.29			
27										
28	Customer charge							$ 63.50		
29	Consumption charge	345.7	CCF	X	$ 0.14137	=		48.87		
30	Rider GCR Part A	345.7	CCF	X	$ 0.35744	=		123.56		
31	Rider GCR Part B	345.7	CCF	X	$ 0.26532	=		91.71		
32	Subtotal							$ 327.64		
33	Rider FF & Rider TAX		$ 327.64	X	0.06408	=		20.99		
34	Total							$ 348.63	$	14.34
35										4.29%

Attachment: CY21 MTX RRM - Average Bill (Atmos Mid-Tex 2022 RRM Settlement)

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.							Current	Proposed	Change
36	**Rate I @ 4278 MMBTU**								
37	Customer charge						$ 1,054.75		
38	Consumption charge	1,500	MMBTU	X	$ 0.4330	=	649.50		
39	Consumption charge	2,778	MMBTU	X	$ 0.3171	=	880.80		
40	Consumption charge	0	MMBTU	X	$ 0.0680	=	-		
41	Rider GCR Part A	4,278	MMBTU	X	$ 3.4906	=	14,931.86		
42	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=	2,346.33		
43	Subtotal						$ 19,863.24		
44	Rider FF & Rider TAX		$ 19,863.24	X	0.06408	=	1,272.82		
45	Total						$ 21,136.06		
46									
47	Customer charge							$ 1,204.50	
48	Consumption charge	1,500	MMBTU	X	$ 0.4939	=		740.85	
49	Consumption charge	2,778	MMBTU	X	$ 0.3617	=		1,004.69	
50	Consumption charge	0	MMBTU	X	$ 0.0776	=		-	
51	Rider GCR Part A	4,278	MMBTU	X	$ 3.4906	=		14,931.86	
52	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=		2,346.33	
53	Subtotal							$ 20,228.23	
54	Rider FF & Rider TAX		$ 20,228.23	X	0.06408	=		1,296.21	
55	Total							$ 21,524.44	$ 388.38
56									1.84%
57	**Rate T @ 4278 MMBTU**						**Current**	**Proposed**	**Change**
58	Customer charge						$ 1,054.75		
59	Consumption charge	1,500	MMBTU	X	$ 0.4330	=	649.50		
60	Consumption charge	2,778	MMBTU	X	$ 0.3171	=	880.80		
61	Consumption charge	0	MMBTU	X	$ 0.0680	=	-		
62	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=	2,346.33		
63	Subtotal						$ 4,931.38		
64	Rider FF & Rider TAX		$ 4,931.38	X	0.06408	=	316.00		
65	Total						$ 5,247.38		
66									
67	Customer charge							$ 1,204.50	
68	Consumption charge	1,500	MMBTU	X	$ 0.4939	=		740.85	
69	Consumption charge	2,778	MMBTU	X	$ 0.3617	=		1,004.69	
70	Consumption charge	0	MMBTU	X	$ 0.0776	=		-	
71	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=		2,346.33	
72	Subtotal							$ 5,296.37	
73	Rider FF & Rider TAX		$ 5,296.37	X	0.06408	=		339.39	
74	Total							$ 5,635.76	$ 388.38
75									7.40%

Attachment: CY21 MTX RRM - Average Bill (Atmos Mid-Tex 2022 RRM Settlement)

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	Adjustment Total
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	$ 1,715,323	$ 982,708	$ 3,137,022	$ 313,319	$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	$ 612,700		$ 931,100			$ 1,543,800
14	Total Post-Employment Benefit Plan		$ 351,016			$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 612,700	$ 351,016	$ 931,100	$ 34,465	$ (101,335)	$ 1,827,946
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
	2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.						
20	The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.						
21	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						

Attachment: CY21 MTX RRM - Pension Benchmark (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 21.55 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 21.60 per month
Commodity Charge – All Ccf	$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 63.50 per month
Rider CEE Surcharge	($ 0.01) per month[1]
Total Customer Charge	$ 63.49 per month
Commodity Charge – All Ccf	$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Attachment: CY21 MTX RRM - Tariffs (Atmos Mid-Tex 2022 RRM Settlement)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: S360 Agreement

Action Requested:
Consider and act to authorize an agreement for public information services with Strategies 360 in an amount not to exceed $72,000. (Stovall)

Background Information:
Strategies 360 will provide public information services for the City during the contract period of October 1, 2022 through September 30, 2023.

NOTE- This agreement is in draft form. City Council is giving the City Manager authority to continue negotiations and execute on behalf of the City.

Alternatives:
Council may reject the authorization and direct Staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:
The agreement is being reviewed by the City Attorney.

Supporting Documents:
S360 Agreement

Staff Recommendation:
Staff recommends for approval.

SERVICES AGREEMENT

This services agreement ("Agreement") is entered into by and between Strategies 360, Inc. ("Consultant") with its principal offices at 1505 Westlake Ave N, Suite 1000, Seattle, Washington, 98109, and **The City of Celina, Texas** ("Client"), with its principal address being **142 North Ohio Street Celina, TX 75009**, hereinafter sometimes referred to collectively as the ("Parties").

RECITALS

A. Client wishes to contract with Consultant to provide services in the field of **Comprehensive Strategic Communications Planning/Crisis Communications Services** on the terms and conditions set forth herein.

B. Consultant is willing to perform such services in accordance with this Agreement.

In consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Scope of Services. Consultant is retained and appointed to implement the services outlined in the attached Appendix A ("Services"), which are designed to accomplish the objectives of the Client. Consultant shall use Consultant's best efforts to perform the Services such that the results are satisfactory to Client.

2. Contract Administration; Communications. Consultant's employees will be responsible for performing the Services under this Agreement. Client and Consultant shall identify and maintain a mutually agreeable communication process to keep Client fully and currently informed about activities of Consultant on behalf of Client. Consultant will work closely with other consultants, team members, and related organizations and individuals as designated by Client, and as necessary to accomplish the objectives of the Client.

   - Primary Strategies 360 Contact: **Marc Rylander** (**MarcR@Strategies360.com]**)
   - Primary Client Contact: **Jason Laumer, City Manager** (**JLaumer@Celina-TX.gov**)

3. Compensation. Consultant will perform the Services described in this Agreement for a fee of $**6000** per month from **October 1, 2022** ("Effective Date") through **September 30, 2023** ("Termination Date").

Attachment: City of Celina Agreement- 360 (S360 Agreement)

Except as otherwise provided, Consultant's fees for service do not include additional costs deemed necessary by Client such as creating and printing materials, conducting public opinion research (e.g. polling), and providing other strategic and/or support services as requested by the Client. Client shall be responsible for applicable state or local sales or excise taxes associated with the Services, if any.

4. Expenses. In addition to compensation payable to Consultant pursuant to this Agreement, Client will reimburse Consultant for costs and disbursements incurred in performing the Agreement including, but not limited to, transportation and travel costs, food, lodging and automobile mileage at the applicable federal rate per business mile, and for necessary entertainment. Consultant shall include an accounting of costs and disbursements and the amount owed on the periodic statements rendered to Client. Total monthly charges to Client under this section of the Agreement will not exceed 10% of monthly service retainer without advance approval from Client.

5. Payment.
Consultant shall send monthly invoices to the Client on the first day of each month of service for the fees jointly agreed by the Parties. Client shall pay Consultant's fees in full by the 15th day of each month of service ("Due Date").

- Strategies 360 Billing Contact: Laura Lukito (laural@strategies360.com)
- **[City of Celina, TX]** Billing Contact: **[Karla Stovall] [kstovall@celina-tx.gov]**

Payment terms are Net 15. If any invoiced amount is not received by Consultant by the Due Date, those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

Consultant will not exercise these rights if Client disagrees with the applicable charges reasonably and in good faith and is cooperating diligently to resolve the disagreement.

6. Terms of Service and Termination. This Agreement will commence on the Effective Date. Either Party may terminate this Agreement without cause by providing the other Party 30 days' notice in writing. Upon termination, Consultant will render Client an invoice and within 15 days after receipt of said invoice, Client shall pay Consultant in full whatever sums may be due for work performed.

7. Confidential Matters and Proprietary Information. The Consultant shall keep in confidence all information that may be acquired in connection with or as a result of the Agreement. The Consultant shall not publish, communicate, divulge, disclose or use any of such information, which has been designated by Client as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the Consultant as proprietary or confidential, without the prior written consent of Client. Upon termination or expiration of the Agreement, the Consultant shall deliver all relevant records, data, information, and other documents and all copies thereof requested by Client, which shall remain the property of Client.

DRAFT

Attachment: City of Celina Agreement- 360 (S360 Agreement)

8. Conflict of Interest. The Consultant has performed an internal conflict of interest check and determined that there is not a conflict of interest under Consultant policy as between the work to be performed under this Agreement and that work performed for other clients of the Consultant's state or local branch office which is managing this Agreement. Consultant shall advise if such a conflict arises in the future.

9. Intellectual Property. To the extent Consultant's work includes the creation or modification of any intellectual property in any medium including print, design, video, audio, digital or otherwise, upon completion of the work and expressly conditioned upon full payment of all fees and costs due, Consultant grants to Client limited usage rights of the final content as provided to Client. These rights shall include the right for Client to modify such work. All other rights, including copyrights, are reserved by Consultant. In the event the Consultant's work is for creation or modification of Client's trademark content, conditioned upon full payment of all fees and costs due, Consultant assigns to Client all rights to such trademarks except that Consultant may utilize such trademark in its own marketing and educational materials. Consultant shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall be solely responsible for ensuring any trademarks or domain names do not conflict with the rights of any third party. Client shall also be solely responsible for registering all such trademark or domain names and for any other steps necessary to protect such trademark or domain name along with any related regulatory compliance. The costs of such screening of trademarks or domain names, registration, and other measures shall be born solely by Client. Client shall have sole responsibility for ensuring that trademarks, intellectual property or other content provided by Client to Consultant do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless Consultant from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging such infringement.

10. Independent Contractor. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. The Consultant is not an employee of Client under the meaning or application of any federal or state unemployment insurance or workers' compensation laws, and the Consultant shall assume all liabilities and obligations imposed by any one or more of such laws. Consultant will work with the Client to determine the time, the place and the manner in which it will accomplish its services.

11. Entire Agreement. This Agreement constitutes the entire agreement between Client and the Consultant in regard to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto. No agreements hereafter made between the parties shall be binding on either party unless reduced to writing and signed by authorized representatives of the parties.

Attachment: City of Celina Agreement- 360 (S360 Agreement)

12. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be entirely performed within the State of Washington, without resort to its conflict of law provisions. The state or federal court in King County, Washington will be the jurisdiction in which any suits should be filed if they relate to this Agreement.

13. Non-Solicitation of Consultant Employees. During the Term of this Agreement and for a period of one (1) year after the termination of this Agreement, Client will not solicit, induce, recruit or encourage directly or indirectly (nor will Client direct, encourage or assist anyone else to solicit, induce, recruit or encourage) any of the Consultant's employees to terminate their employment with Consultant or to work elsewhere.

14. Indemnification and Insurance. Client shall indemnify, defend, and hold harmless Consultant and its directors, officers, and employees from any and all claims arising from or in connection with the performance of services including but not limited to statutory violations, Contractor's independent contractor status, or for injury or death of any and all persons whatsoever and from any and all damage to property. Client and Consultant warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.

15. Warranty and Limitation of Damages. Consultant shall seek to carry out the Services in accordance with good industry practice and in a professional manner**. However, the Services and other work is provided "AS IS" and no express or implied warranty or guarantee is made and all such warranties, including merchantability and fitness for a particular purpose, are specifically disclaimed.** Consultant's liability of any nature to Client shall be limited to the amount of the net profits of Consultant in performing services under this Agreement. Consultant shall not be liable for any indirect, special, incidental, punitive, or consequential damages of any kind including, but not limited to lost profits, lost data, loss of goodwill or business interruption.

16. Counterparts. This Agreement may be executed in counterparts by exchange of signature pages by mail, facsimile, email or other electronic means, each of which will be deemed an original and all of which will together constitute the same instrument.

By executing this Agreement each signatory affirms that they have read, understand and agree with its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

Executed in the County of King, Washington:

DRAFT

Attachment: City of Celina Agreement- 360 (S360 Agreement)

For: **STRATEGIES 360, INC.**
1505 Westlake Ave N, Suite 1000
Seattle, Washington 98109
TEL: 206/282-1990 FAX: 206/282-2704

By: _____ Date: _____
Ron Dotzauer, CEO

For: **City of Celina, Texas**
Karla Stovall, Assistant City Manager
142 N. Ohio Street
Celina, TX 75009
TEL: **[972.382.2682]** FAX: **[972.382.3736]**

By: _____ Date: _____
[Karla Stovall, Assistant City Manager]

DRAFT

Attachment: City of Celina Agreement- 360 (S360 Agreement)

Appendix A
Scope of Work

1. Continue to assist on all communications activity, providing drafts/edits for necessary messaging as the city exponentially grows in the coming years. This will include, but not be limited to, print, broadcast, and social media strategies, preparing and planning for major announcements and press releases, and strategizing through crisis situations that arise.

2. Maintain a database of press release and social media templates for major events that could happen in the city. In times of crisis or other emergency state, these documents would be available to simply fill in information and release to the public, affording the citizens quick and accurate information.

3. Engage with Dallas/Fort Worth media alerting them with information and news opportunities related to the city. This will include contacting local news outlets and pitching stories related to exciting events in the community. Through this, we will develop for the city a detailed master press list that can be used to communicate the city's news with people in the business.

4. Conduct media/social training for city officials, as needed. This will include training with the team and those who might be interviewed on talking points, interview traps, and other strategies for successful media interviews.

5. Provide immediate assistance, as needed, during any crisis situation that arises within the city.

Attachment: City of Celina Agreement- 360 (S360 Agreement)

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 13, 2022
Re:	Chapter 380 with El Puente de Celina

Action Requested:
Consider and act upon a Chapter 380 partnership agreement between the City of Celina and El Puente de Celina for the Cinco de Mayo Festival through 2025 and authorize the City Manager to execute on behalf of the City of Celina. (Satarino)

Background Information:
El Puente de Celina is a 501(c) 3 non-profit responsible for coordinating the Cinco de Mayo Festival. Celina is interested in partnering with El Puente de Celina to increase the visibility, safety, and enjoyment of the event for Celina residents and visitors.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed the Agreement.

Supporting Documents:
Cinco de Mayo 380 Agreement

Staff Recommendation:
Staff recommends for approval.

ECONOMIC DEVELOPMENT AGREEMENT

This **AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City") and El Puente de Celina, a Texas non-profit corporation (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City has established a program of making loans and grants of public money to promote economic development; and

WHEREAS, the City has investigated and determined that the promotion of events such as a Cinco De Mayo Festival (the "Festival) are a benefit to local citizens and encourage tourism and economic development; and

WHEREAS, the Company is a nonprofit corporation with charitable tax exempt status under Internal Revenue Code §501C(3) with offices located at P.O. Box 82, Celina, Texas 75009 whose primary purpose is to promote business and community development; and

WHEREAS, the City desires to contract with the Company for the promotion and marketing of economic and business development and tourism activities, opportunities and programs within the City related the Festival; and

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:

ARTICLE I
TERM

1.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year. The City and the Company may upon mutual consent, extend the contract for three additional one (1) year periods after the initial term, Renewal shall be agreed upon by the City and the company no later than 8 months preceding the next event date.

The dates of the Festival shall be on Saturday:

May 7, 2022; May 6, 2023; May 4, 2024; and May 3, 2025.

1.2 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.

Attachment: Cinco 380 Agreement (Chapter 380 with El Puente de Celina)

ARTICLE II
SCOPE OF SERVICES

2.1 City.

(a) Representatives designated by the City will coordinate with the Company regarding creative direction, programming, and vision control for the Festival.

(b) The City will arrange for road closures and traffic control in and around the City Square for the purpose of allowing the Festival sole access to the City Square, subject to any exceptions deemed necessary by the City.

(c) The City will coordinate volunteers as available to assist in set-up, operations and clean-up efforts related to the Festival.

(d) The City agrees to provide access to fire, police, and emergency services at an agreed-upon cost paid by the City. City also agrees to facilitate access to sanitation services and barricades.

2.2 Company.

(a) No later than 70 days to each annual Festival the Company will provide to the City a written Action Plan which will generally describe the programs and timelines for the performance of the services described in Section 2.2(b). The Company will complete the Third Party Special Event Application and turn in all required submittals no later than 30 days prior to each annual Festival. The Company will adhere to the rules and regulations set forth in Article 1.12 Special Events, as amended, of the Celina Code of Ordinances. The Company will consult with the City in the performance of such Action Plan as necessary, and the City reserves the right to require modifications of such Action Plan if the city determines that such modifications are in the interest of public health, safety and welfare.

(b) While the City agrees to make volunteers available at the Festival for general support purposes the Company agrees to provide through its volunteers or third party contractors the following goods and services: tenting, decor, tables, chairs, food, water and other necessary items for its contractors and volunteers.

(c) Proceeds from the Festival shall be used to fund scholarship programs for students enrolled in the Celina Independent School District.

(d) Following each annual Festival, the Company will prepare and provide to the City a written report listing and describing the actual Festival events held, the attendance and overall outcome of the Festival.

Attachment: Cinco 380 Agreement (Chapter 380 with El Puente de Celina)

ARTICLE III
TERMINATION

3.1 This Agreement may be terminated upon any one of the following:

(a) by either the City or the Company for any reason upon one-hundred and eighty (180) days advance written notice to the other party;

(b) by mutual written agreement of the parties;

(c) by City 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 City or Company, as the case may be; or

(d) 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 IV
RECORDS AND ACCOUNTS

The Company will maintain in accordance with generally accepted accounting practices accounts, documents and other materials related to the costs, expenditures and receipts incurred or made pursuant to this Agreement. All such material will be subject to inspection and audit at reasonable times by representatives of the City but no later than three (3) business days following written request by the City. The Company understands that any records related to this Agreement may be subject to disclosure as a public record under the Texas Public Information Act and the Company will cooperate with the City in responding to any request under such law.

ARTICLE V
MISCELLANEOUS

5.1 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 City, which consent shall not be unreasonably withheld or delayed.

5.2 Independent Contractor. In performing this Agreement the Company is an independent contractor, not subject to control or direction by the City except for such oversight as is herein described or otherwise set forth by applicable law. The Company and its contractors and volunteers will make no claim of City employment nor will claim against the City any employment related benefits.

5.3 **Limitation of Liability. It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection**

Attachment: Cinco 380 Agreement (Chapter 380 with El Puente de Celina)

with these actions. The Company agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by an person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Festival under this agreement unless caused by the negligence of the City. By entering this Agreement the City does not waive any governmental immunity available to the City under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.4 Assignment. This Agreement may not be assigned or transferred by the Company to any other person or entity without the prior written consent of the City.

5.5 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.

5.6 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.

5.7 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.

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009

With a copy to:

Attn:

If intended for the Company:

Attn:

With a copy to:

Attn:

5.8 Entire Agreement. This Agreement is the entire Agreement between the parties

Attachment: Cinco 380 Agreement (Chapter 380 with El Puente de Celina)

with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.9 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.

5.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

5.11 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.

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

5.13 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 and any such counterparts shall be deemed to be incorporated herein.

5.14 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.

5.15 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering and performing its obligations under this Agreement.

5.16 Texas Government Code, Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, the Company agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Worker"). During the term of this Agreement, the Company shall notify City of any complaint brought against the Company alleging that the Company has employed Undocumented Workers. If the Company, or a branch, division or department of the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%) from the date of each payment of an economic development grant, shall be repaid by the Company to the City not later than the 120th day after the date the City notifies the Company of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails

Attachment: Cinco 380 Agreement (Chapter 380 with El Puente de Celina)

in an action brought pursuant hereto to recover past economic development grants and interest. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Company contracts."

5.17 Severability. If any provision of the Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

[Signature Pages Follow]

Attachment: Cinco 380 Agreement (Chapter 380 with El Puente de Celina)

EXECUTED as of the 16 day of August, 2022.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

EL PUENTE DE CELINA

By: _____
Name: Diego Rodriguez
Title: President.

Attachment: Cinco 380 Agreement (Chapter 380 with El Puente de Celina)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	September 13, 2022
Re:	Louisiana Water Line, Phase 1B CO 5

Action Requested:
Consider and act to authorize Change Order 5 for Louisiana Water Line 1B to ANA Site Construction in an amount not to exceed $98,540.00 (Berry)

Background Information:
On December 14, 2021 Council authorized the award of Bid 2022-0105 for Louisiana water line. The award was authorized and included ten percent contingency funds in the amount of $240,312.00.

During construction, it was discovered that an existing line to be tied into by the new line was only a six inch line. The change order is to correct a six inch line to a twelve inch line which will stabilize water pressure and allow proper flows in the event of a fire or other high use event.

Change Order 5, exceeds $50,000 and by statute requires Council authorization.

Alternatives:
Council may reject the change order and direct staff.

Financial Considerations:
Funding is available and previously authorized.

Supporting Documents:
Change Order 5 & Exhibit

Staff Recommendation:
Authorize Change Order 5

Life Connected.

CCO #005

City of Celina
142 N. Ohio Drive
Celina, Texas 75009
Phone: (972) 382-2682

Project: W39 - Louisiana Water Line Phase 1B
142 N. Ohio Street
Celina, Texas 75009
Phone: 469-731-3996

Subcontract Change Order #005: CE #008 - 12" Extension

CONTRACT COMPANY:	**ANA** 10100 Horseshoe Nail Rd Pilot Point, Texas 76258	**CONTRACT FOR:**	2022-0105:Louisiana Water Line Phase 1B
DATE CREATED:	8/03/2022	**CREATED BY:**	Scott Harper **(City of Celina)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:	Adam Darrach	**LOCATION**	
DESIGNATED REVIEWER:	Scott Harper **(City of Celina)**	**REVIEWED BY:**	
DUE DATE:	08/08/2022	**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Unit/Quantity Based	**SCHEDULE IMPACT:**	14 days
FIELD CHANGE:	Yes	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$98,540.00

DESCRIPTION:
CE #008 - 12" Extension

ATTACHMENTS:
Change Order #4 - Louisiana PH 1B.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	33-11-14-02-02.ENG Polyvinyl Chloride Pipe (PVC), 12" dia., C900, DR 18.Engineer	12" PVC	0.0		$0.00	$41,710.00
2	33-12-00-23.ENG Gate Valve, 12" Dia..Engineer	12" Gate Valve	0.0		$0.00	$10,710.00
3	33-11-14-18.ENG Connect to Existing Waterlines - Main Line.Engineer	Connect to Existing	0.0		$0.00	$23,160.00
4	33-12-01-19.ENG Fire Hydrant Assembly.Engineer	Fire Hydrant Assembly	0.0		$0.00	$7,910.00
5	32-92-00-23.ENG Grass Seed.Engineer	Grass Seed	0.0		$0.00	$360.00
6	31-41-00-12.ENG Trench Safety.Engineer	Trench safety	0.0		$0.00	$430.00
7	33-11-14-61.CW Replace Water Service Short Side, 3/4" or 1".Construction Water	Furnish & Install Water Service - Short	0.0		$0.00	$6,700.00
8	2-41-14-31.ENG Remove & Replace Gravel Driveway.Engineer	R&R Gravel	0.0		$0.00	$840.00
9	2-41-14-29.C Remove Asphalt Driveway.Construction	R&R Asphalt	0.0		$0.00	$1,920.00
10	33-11-14-62.CW Replace Water Service Long Side, 3/4" or 1".Construction Water	Furnish & Install Water Service - Long	0.0		$0.00	$4,800.00
					Grand Total:	**$98,540.00**

Attachment: CO 5 (Louisiana Water Line Phase 1B, CO 5)

CELINA TEXAS est. 1876
Life Connected.

CCO #005

The original (Contract Sum)	$ 2,403,120.00
Net change by previously authorized Change Orders	$ 3,964.00
The contract sum prior to this Change Order was	$ 2,407,084.00
The contract sum would be changed by this Change Order in the amount of	$ 98,540.00
The new contract sum including this Change Order will be	$ 2,505,624.00

The contract time will be increased by this Change Order by 14 days.

DocuSigned by:
D46ED3AA538E460... 8/3/2022

DocuSigned by:
63ADF7D8D204498... 8/3/2022

DocuSigned by:
2C893A681B6B4A4... 8/7/2022

Attachment: CO 5 (Louisiana Water Line Phase 1B, CO 5)

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

SIGNATURE **DATE**

ANA
10100 Horseshoe Nail Rd
Pilot Point, Texas 76258

DocuSigned by:
6258787562A403... 8/3/2022

SIGNATURE **DATE**

DocuSign Envelope ID: 84E5FF3E-78FC-4581-A48F-7FC6B91AD1B4

CITY OF CELINA

CHANGE ORDER # 5 ~~6~~ **PO #** 21-00002993 **CONTRACT #** 2022-0105

BID/PROJECT NAME: Louisiana Water Line PH 1B

VENDOR NAME: ANA Site Construction, LLC

Item	Description		Amount	Days (+/-)
1	Furnish & Install 12" Water Line (430 LF @ $97/LF)	$	41,710.00	5
2	Furnish & Install 12" Gate Valve (3 EA @ $3,570/EA)	$	10,710.00	1
3	Connect to Existing (4 EA @ $5,790/EA)	$	23,160.00	2
4	Furnish & Install Fire Hydrant (1 EA @ $7,910/EA)	$	7,910.00	0.5
5	Grass Seed (720 SY @ $.5/SY)	$	360.00	0.5
6	Trench Safety (430 LF @ $1/LF)	$	430.00	0.5
7	Furnish & Install Water Service - Short (4 EA)($1,675/EA)	$	6,700.00	2
8	Furnish & Install Water Service - Long (2 EA)($2,400/EA)	$	4,800.00	1
9	Remove & Replace Gravel Driveway (20 SY) ($42/SY)	$	840.00	1
10	Remove & Replace Asphalt Driveway (10 SY) ($192/SY)	$	1,920.00	0.5
11		$	-	
12		$	-	
13		$	-	
14		$	-	
15		$	-	
16		$	-	
	Total Change	**$**	**98,540.00**	**14**

Change in Contract Price:	
Original Contract Price:	$2,403,120.00
Change Order #1	
Change Order #2	
Change Order #3	
Change Order #4	
Change Order #5	
Change Order #6	$ 98,540.00
Change Order #7	
New Contract Amount	$2,501,660.00
Precentage of Original Contract:	4.10%

Change in Contract Times:	
Original Number of Days:	
Change Order 1	
Change Order 2	
Change Order 3	
Change Order 4	
Change order 5	
Change Order 6	
New Number of Days	
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

Adam Darrach, Operations Manager

Signature Contractor | Printed Name & Title | Date

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 5 (Louisiana Water Line Phase 1B, CO 5)

DocuSign Envelope ID: 84E5FF3E-78FC-4581-A48F-7FC6B91AD1B4

PURCHASE ORD

CITY OF CELINA
142 North Ohio St
Celina, Texas 75009
PH: (972) 382-2682

Life Connected.

PO Number: 22-00003648 **Date:** 01/04/2022

Requisition #: REQ04448 **Vendor #:** 1935

ISSUED TO:
ANA SITE CONSTRUCTION, LLC
10100 HORSESHOE NAIL ROAD
PILOT POINT, TX 76258

SHIP TO:
Engineering
112 N. Colorado
Celina, TX 75009

REMIT TO:
City of Celina
Accounts Payable
142 N. Ohio Street
Celina, TX 75009
accountspayable@celina-tx-gov

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	LOUISIANA WATER LINE PHASE 1B	721-117-000-8502	W39-8502-721	0.00	2,403,120.00
2	0	CO 4	721-117-000-8502	W39-8502-721	0.00	596.00
3	0	CO 3	721-117-000-8502	W39-8502-721	0.00	-13,906.00
4	0	CO 2	721-117-000-8502	W39-8502-721	0.00	-9,776.00
5	0	CO 1	721-117-000-8502	W39-8502-721	0.00	27,050.00

Attachment: CO 5 (Louisiana Water Line Phase 1B, CO 5)

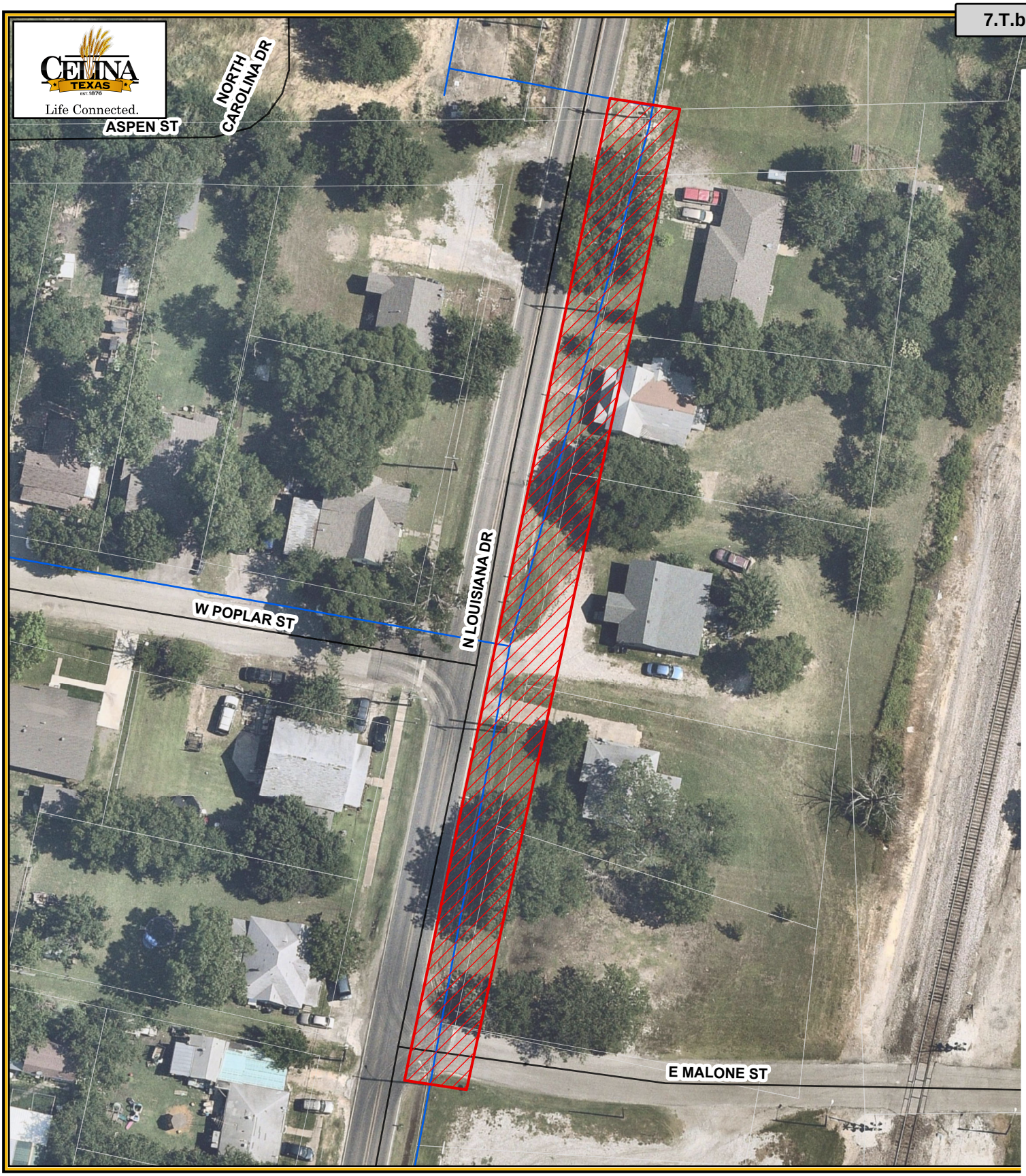
Approvals:

Purchasing: Dawn M Berry

Requested By: Dawn Berry

SUBTOTAL:	2,407,084.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	2,407,084.00

1. City of Celina payment terms are **Net 30.**
2. PO number must appear on all packages, packing slips, and invoices. Failure to comply may result in the delay of payment.
3. All goods are shipped FOB Destination unless otherwise stated.
4. The City of Celina is not liable for payment of invoices received six (6) months after order completion and acceptance. Vendor is responsible for submitting invoices within ten (10) days of completion/acceptance.
5. A complete list of terms and conditions are available on the City's website at www.celina-tx.gov/procurement.



Legend

- Improvement Area
- Water Lines
- Roads
- Parcels

Exhibit

City of Celina

8/15/2022

N
W E
S

0 40 80 Feet

Attachment: CO 5 Exhibit - 2022-0815_Phase 1B-CO 12in Extension Exhibit (Louisiana Water Line Phase 1B, CO 5)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 13, 2022
Re: Engineering Services 2021-0085

Action Requested:
Consider and act to award bid 2022-0177 for on-call Engineering Services to various vendors as listed in the award recommendation attachment. (Berry)

Background Information:
On August 20, 2021, the City received responses to bid 2021-0085 for on-call engineering services. The qualification invitation was advertised in the local paper and posted on the City's eProcurement system in which two-hundred and ten vendors were notified. Three no-bids and thirty-one vendors responded to eight project types.

The project types include water, sewer, road, traffic, drainage, landscape architecture, survey, and environmental. Vendors were requested to provide qualifications for each of the project types. An initial evaluation was conducted by Purchasing to ensure vendors met minimum qualifications of ten or more years of experience for each project type submitted. Additionally, the qualifications had to include information specifically as listed below.

Water Projects - 23 Responses
- Required at least five complete water projects in the last three years.

Sewer Projects - 22 Responses
- Required at least five complete sewer projects in the last three years with at least one lift station project.

Road Projects - 23 Responses
- Required at least five complete road projects in the last three years with at least two round-a-bout projects.

Traffic Projects - 12 Responses
- Required at least five complete traffic projects in the last three years to include both pedestrian and signal projects.

Drainage Projects - 19 Responses
- Required at least five complete drainage projects in the last three years

Landscape Architecture - 7 Responses
- Required at least five complete projects in the last three years.

Survey Services - 11 Responses

- Required at least five complete project in the last year.

Environmental Engineering Services - 5 Responses

- Required at least five complete projects in the last five years.

In addition to the above, projects evaluators reviewed and scored each submittal for each project on experience with Procore (Engineering's Project Management software), the five phases of work, cost estimating and scheduling, in-house work, bid process, team qualifications, years of experience, similar projects, their understanding of Celina and Collin County local conditions, and past experience with the City.

Award is recommended for those firms with a score of 80 or higher and to the top six firms for each category.

The contract period is five years.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
There are no current funding considerations. Future funding will be from the engineering budget or bond funds. Task orders over $50,000 will be presented to Council for approval. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order for each task order.

Legal Review:
Contract was previously reviewed and approved

Supporting Documents:
Scoring Summary
Recommendation
Tab Sheet
Agreement and Task Order

Staff Recommendation:

Award Bid #2021-0085

AWARD RECOMMENDATION
Bid 2021-0085 On-Call Engineering Services

Responding Supplier	PROJECT TYPES							
	Water	Sewer	Road	Traffic	Drainage	Landscape Architecture	Survey	Environmental
Arredondo, Zepeda & Brunz, LLC								
BGE, Inc.	Award							
Birkhoff, Hendricks & Carter, LLP								
Chiang, Patel & Yerby (CP&Y)								
Cobb, Fendley & Associates, Inc.		Award	Award					
Dannenbaum Engineering Company								
Dunaway (Dunaway Associates						Award		
EST, Inc.							Award	
Freese and Nichols, Inc.	Award	Award			Award	Award		Award
Garver, LLC	Award	Award	Award	Award	Award			Award
Grantham & Associates,Inc.								
Halff Associates, Inc.	Award	Award	Award		Award	Award		
HDR Engineering, Inc.								
Huitt-Zollars, Inc.								
Jones|Carter								
Kimley-Horn and Associates	Award	Award	Award	Award	Award	Award		Award
Lee Engineering, LLC				Award				
LJA Engineering, Inc.								
Lockwood, Andrews & Newnam								
Nathan D Maier Consulting Engineers								
Neel Schaffer								
O'Brien Engineering, Inc.								
Pacheco Koch Consulting Engineers		Award	Award	Award	Award	Award	Award	
Peloton Land Solutions, Inc.			Award		Award		Award	Award
RJN Group Inc								
RPS Infrastructure, Inc.								
Shield Engineering Group								
Simon Engineering & Consulting								
Teague Nall and Perkins, Inc.						Award	Award	
TRC Engineers, Inc.								
Walter P. Moore and Associates								

Attachment: Award Recommendation.pdf (Engineering Services 2021-0085)

Supplier Scoring Summary

2021-0085 Addendum 2 - On Call Engineering Services - Environmental Projects

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Points		**100**	**20**	**5**	**10**	**5**	**3**	**2**	**20**	**10**	**10**	**5**	**5**	**5**
Garver, LLC	1	91.67	18	5	8	5	3	1	18	10	10	4	4	5
Freese and Nichols, Inc.	2	85.00	17	2	7	4	3	1	17	10	10	4	4	5
Peloton Land Solutions, Inc.	3	85.00	14	5	7	5	3	1	18	10	10	4	4	4
Kimley-Horn and Associates, In	4	80.33	13	5	7	5	3	1	13	10	9	4	5	5
Dunaway	5	59.67	14	0	4	3	3	1	14	10	8	0	2	2

Supplier Scoring Summary

2021-0085 Addendum 2 - On Call Engineering Services -Survey Projects

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Points		**100**	**20**	**5**	**10**	**5**	**3**	**2**	**20**	**10**	**10**	**5**	**5**	**5**
Pacheco Koch Consulting Engine	1	89.33	17	5	9	5	3	1	18	10	7	4	5	5
Peloton Land Solutions, Inc.	2	89.33	19	5	10	5	3	1	17	9	7	4	4	4
Teague Nall and Perkins, Inc.	3	84.67	18	0	9	5	3	1	20	10	6	4	4	5
EST, Inc.	4	83.67	18	0	9	5	3	1	19	9	7	4	5	5
Chiang, Patel & Yerby	5	79.67	19	0	9	5	3	1	20	10	8	0	5	0
Neel Schaffer	6	77.00	17	0	9	5	3	1	19	10	5	4	3	1
Nathan D Maier Consulting Engi	7	75.67	18	0	9	5	3	1	19	10	7	0	2	0
Shield Engineering Group	8	74.00	18	0	9	5	3	1	19	10	5	1	2	1
Arredondo, Zepeda & Brunz, LLC	9	73.33	13	0	9	5	3	2	18	10	8	2	3	0
Grantham & Associates,Inc.	10	71.00	14	0	6	4	3	1	17	9	7	4	4	2
LJA Engineering, Inc.	11	69.00	15	0	9	4	3	1	18	10	6	0	4	0

Supplier Scoring Summary 2021-0085 Addendum 2 - On Call Engineering Services - Landscape Architecture

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Points		100	20	5	10	5	3	2	20	10	10	5	5	5
Kimley-Horn and Associates, In	1	96.67	19	5	10	5	3	1	20	10	10	5	4	5
Halff Associates, Inc.	2	93.67	18	5	9	5	3	1	18	10	10	4	5	5
Pacheco Koch Consulting Engine	3	92.00	17	5	9	5	3	1	18	10	10	5	4	5
Freese and Nichols, Inc.	4	88.33	19	2	9	4	3	2	17	10	9	4	4	5
Teague Nall and Perkins, Inc.	5	83.00	17	0	9	5	3	1	18	10	9	3	5	3
Dunaway	6	81.67	18	0	9	4	3	2	17	10	10	1	5	2
LJA Engineering, Inc.	7	73.33	13	0	9	4	3	1	17	10	10	1	5	0

Attachment: Scoring Summary by Category (Engineering Services 2021-0085)

Supplier Scoring Summary

2021-0085 Addendum 2 - On Call Engineering Services - Drainage Projects

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Points		**100**	**20**	**5**	**10**	**5**	**3**	**2**	**20**	**10**	**10**	**5**	**5**	**5**
Kimley-Horn and Associates, In	1	93.67	19	5	9	5	3	1	18	10	10	4	4	5
Pacheco Koch Consulting Engine	2	89.33	16	5	9	5	3	2	18	10	8	4	4	5
Garver, LLC	3	89.00	19	3	9	5	3	1	16	10	10	4	3	5
Halff Associates, Inc.	4	88.67	19	5	9	5	3	1	16	10	9	3	4	5
Freese and Nichols, Inc.	5	87.33	19	2	9	4	3	1	17	10	9	4	4	5
Peloton Land Solutions, Inc.	6	87.33	18	3	9	5	3	1	18	10	7	4	4	5
Teague Nall and Perkins, Inc.	7	84.00	17	0	10	5	3	2	19	10	8	4	4	3
TRC Engineers, Inc.	8	83.33	19	3	9	5	3	1	12	10	8	4	4	5
LJA Engineering, Inc.	9	82.67	19	0	9	5	3	1	20	10	10	2	4	0
Nathan D Maier Consulting Engi	10	82.67	19	0	9	5	3	1	19	10	9	4	4	0
HDR Engineering, Inc.	11	80.33	18	0	8	3	3	1	19	10	10	3	4	1
Dannenbaum Engineering Company	12	80.00	18	0	9	5	3	2	18	10	9	1	4	0
OBrien Engineering, Inc.	13	78.00	18	0	9	5	3	1	18	10	9	1	4	0
Chiang, Patel & Yerby	14	77.67	17	0	9	5	3	2	15	10	9	3	3	2
Arredondo, Zepeda & Brunz, LLC	15	77.00	19	0	9	5	3	1	15	10	10	2	3	0
Jones|Carter	16	76.67	18	0	9	5	3	2	15	10	8	1	4	2
Neel Schaffer	17	72.00	15	0	9	5	3	1	17	10	7	1	3	1
Shield Engineering Group	18	67.67	12	0	8	5	3	2	11	10	7	3	3	3
Walter P. Moore and Associates	19	66.00	18	0	9	4	3	1	8	10	4	3	4	0

Attachment: Scoring Summary by Category (Engineering Services 2021-0085)

Supplier Scoring Summary

2021-0085 Addendum 2 - On Call Engineering Services - Traffic Projects

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Points		**100**	**20**	**5**	**10**	**5**	**3**	**2**	**20**	**10**	**10**	**5**	**5**	**5**
Lee Engineering, LLC	1	90.00	19	3	9	5	3	2	18	10	7	4	4	5
Kimley-Horn and Associates, In	2	87.00	19	3	9	5	3	1	17	9	8	4	4	5
Pacheco Koch Consulting Engine	3	83.67	16	5	9	5	3	1	16	10	6	5	3	5
Garver, LLC	4	83.33	17	5	9	5	3	1	13	9	6	4	5	5
BGE, Inc.	5	78.00	19	0	9	4	3	2	12	10	7	4	4	4
Freese and Nichols, Inc.	6	77.33	15	2	9	4	3	1	14	9	7	4	3	5
Cobb, Fendley & Associates, In	7	77.00	16	5	9	5	3	1	10	9	6	4	4	5
HDR Engineering, Inc.	8	74.00	17	0	9	5	3	1	15	9	7	3	4	2
Dunaway	9	70.67	16	0	8	5	3	1	13	9	6	4	2	3
Neel Schaffer	10	67.00	18	0	8	5	3	1	13	9	6	0	3	1
Walter P. Moore and Associates	11	66.67	17	0	9	5	3	1	12	9	5	2	4	0
Arredondo, Zepeda & Brunz, LLC	12	56.00	12	0	8	4	3	2	11	10	5	1	1	0

Attachment: Scoring Summary by Category (Engineering Services 2021-0085)

Supplier Scoring Summary

2021-0085 Addendum 2 - On Call Engineering Services - Road Projects

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Points		**100**	**20**	**5**	**10**	**5**	**3**	**2**	**20**	**10**	**10**	**5**	**5**	**5**
Halff Associates, Inc.	1	96.00	19	5	10	5	3	2	20	10	9	4	4	5
Kimley-Horn and Associates, In	2	94.67	18	5	9	5	3	1	18	10	10	5	5	5
Peloton Land Solutions, Inc.	3	92.33	19	5	9	5	3	1	18	10	8	4	4	4
Garver, LLC	4	90.00	17	3	9	5	3	2	18	10	9	4	4	5
Cobb, Fendley & Associates, In	5	89.33	15	5	9	5	3	1	18	10	9	4	4	5
Pacheco Koch Consulting Engine	6	89.33	18	5	10	5	3	1	17	10	8	4	4	5
TRC Engineers, Inc.	7	88.33	16	5	9	4	3	2	17	10	9	4	4	5
Freese and Nichols, Inc.	8	87.33	18	2	9	4	3	1	18	10	8	4	5	5
BGE, Inc.	9	87.00	20	0	10	4	3	2	20	10	7	4	4	3
Teague Nall and Perkins, Inc.	10	86.00	16	0	10	5	3	2	20	10	8	4	4	3
Huitt-Zollars, Inc.	11	85.67	18	0	10	4	3	1	20	10	9	4	4	2
EST, Inc.	12	83.33	17	3	10	5	3	1	15	10	6	4	4	5
HDR Engineering, Inc.	13	82.67	17	0	9	5	3	1	18	10	9	4	4	1
RPS Infrastructure, Inc.	14	80.67	19	0	9	5	3	2	20	10	8	1	4	0
Dannenbaum Engineering Company	15	80.00	19	2	9	5	3	1	17	10	8	1	4	1
Dunaway	16	77.33	17	0	9	4	3	2	15	10	6	4	3	3
Nathan D Maier Consulting Engi	17	76.00	17	0	9	5	3	1	18	10	8	1	2	1
Neel Schaffer	18	74.33	16	0	9	5	3	1	18	10	6	1	3	2
Jones|Carter	19	72.33	13	0	10	5	3	2	17	10	6	1	4	2
Walter P. Moore and Associates	20	72.33	18	0	9	4	3	1	14	9	6	3	4	0
Birkhoff, Hendricks & Carter,	21	69.00	9	0	8	4	3	1	15	10	7	4	4	4
Shield Engineering Group	22	69.00	16	0	9	5	3	2	14	10	6	2	2	0
Simon Engineering & Consulting	23	65.67	14	0	9	5	3	1	16	9	5	1	2	0

Attachment: Scoring Summary by Category (Engineering Services 2021-0085)

Supplier Scoring Summary

2021-0085 Addendum 2 - On Call Engineering Services - Sewer Projects

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Scores		**100**	**20**	**5**	**10**	**5**	**3**	**2**	**20**	**10**	**10**	**5**	**5**	**5**
Garver, LLC	1	93.33	17	5	10	5	3	2	18	10	9	5	4	5
Kimley-Horn and Associates, In	2	91.33	16	5	10	5	3	2	18	10	9	4	5	5
Cobb, Fendley & Associates, In	3	88.33	15	5	10	5	3	2	16	10	8	4	4	5
Freese and Nichols, Inc.	4	87.67	15	2	10	4	3	2	20	10	8	4	5	5
Pacheco Koch Consulting Engine	5	87.00	16	5	10	5	3	1	17	10	7	4	4	5
Halff Associates, Inc.	6	84.67	14	5	10	5	3	2	16	10	6	4	4	5
EST, Inc.	7	82.67	16	2	10	5	3	2	14	10	7	4	5	5
TRC Engineers, Inc.	8	81.67	16	5	10	4	2	2	13	10	6	4	4	5
Peloton Land Solutions, Inc.	9	80.67	14	5	10	5	3	2	14	10	5	4	4	4
Chiang, Patel & Yerby	10	80.00	15	0	10	5	3	2	18	10	8	3	3	3
Birkhoff, Hendricks & Carter,	11	78.67	14	2	10	4	3	2	16	10	6	4	4	4
Lockwood, Andrews & Newnam, In	12	78.67	15	2	10	4	3	2	13	10	8	4	4	3
BGE, Inc.	13	78.33	15	0	9	4	3	2	18	10	7	3	4	3
Teague Nall and Perkins, Inc.	14	77.00	14	0	10	5	3	2	15	10	7	4	4	3
Dunaway	15	76.00	15	0	10	4	3	2	17	10	7	3	4	1
Dannenbaum Engineering Company	16	73.33	14	0	10	5	3	2	16	10	6	2	4	1
RPS Infrastructure, Inc.	17	72.33	17	0	10	4	2	2	15	10	8	1	3	0
Jones|Carter	18	72.00	14	0	10	5	3	2	15	10	6	2	3	1
RJN Group Inc	19	71.33	15	0	9	5	3	1	16	10	7	1	4	1
Shield Engineering Group	20	68.67	14	0	10	5	3	2	14	10	6	2	3	0
Neel Schaffer	21	66.33	12	0	9	5	3	1	15	10	6	1	3	1
Simon Engineering & Consulting	22	52.33	10	0	10	4	2	2	9	10	2	1	2	0

Attachment: Scoring Summary by Category (Engineering Services 2021-0085)

Supplier Scoring Summary

2021-0085 Addendum 2 - On Call Engineering Services - Water Projects

Supplier	Rank	Score	Project Experience	Experience - Procore	Experience - 5 phases of work	Experience - Cost Estimating & Scheduling	Experience - Work in house	Experience - Statement regarding bidding	Qualifications - Team	Qualifications - Years of Experience	Qualifications - Similar Projects	Local Conditions	Local Conditions - Collin County	Past Experience with City
Possible Score		**100**	**20**	**5**	**10**	**5**	**3**	**2**	**20**	**10**	**10**	**5**	**5**	**5**
Kimley-Horn and Associates, In	1	89.00	17	5	9	5	3	2	18	10	8	4	4	5
Halff Associates, Inc.	2	88.00	13	5	9	5	3	2	20	10	10	3	3	5
Freese and Nichols, Inc.	3	86.67	16	0	10	4	3	2	18	10	10	4	5	5
Garver, LLC	4	86.00	14	3	10	5	3	2	18	10	7	4	4	5
BGE, Inc.	5	80.00	16	0	9	4	2	2	18	10	9	3	4	3
Lockwood, Andrews & Newnam, In	6	77.67	14	2	8	5	3	1	15	10	7	4	4	5
Cobb, Fendley & Associates, In	7	76.67	13	5	9	5	3	2	12	10	5	4	4	5
Pacheco Koch Consulting Engine	8	76.33	10	5	8	5	3	1	14	10	8	4	3	5
TRC Engineers, Inc.	9	75.67	13	5	9	4	3	2	12	10	5	5	4	5
Birkhoff, Hendricks & Carter,	10	74.67	13	0	9	4	2	1	16	9	7	4	4	4
Neel Schaffer	11	74.00	17	0	9	5	2	2	16	10	7	1	3	2
Peloton Land Solutions, Inc.	12	74.00	12	5	8	5	3	1	13	10	5	4	3	4
Chiang, Patel & Yerby	13	73.67	13	0	9	5	3	2	16	10	7	2	4	2
Jones|Carter	14	73.33	14	2	10	5	3	2	17	10	8	1	3	0
Nathan D Maier Consulting Engi	15	73.00	15	0	9	5	3	2	17	10	8	2	2	1
EST, Inc.	16	72.67	13	0	10	5	3	2	11	10	5	4	4	5
Teague Nall and Perkins, Inc.	17	70.67	11	0	10	5	3	2	12	10	8	4	3	3
RPS Infrastructure, Inc.	18	65.67	14	0	10	4	3	1	13	10	7	0	3	0
RJN Group Inc	19	65.00	10	0	10	5	3	1	13	10	6	2	3	3
Dannenbaum Engineering Company	20	64.33	10	0	8	5	3	1	16	10	6	0	4	1
Dunaway	21	62.33	10	0	8	4	3	1	13	10	6	2	3	2
Simon Engineering & Consulting	22	52.33	10	0	9	4	2	2	10	9	3	0	3	0
Arredondo, Zepeda & Brunz, LLC	23	52.00	10	0	8	4	2	1	10	10	6	1	0	0

Attachment: Scoring Summary by Category (Engineering Services 2021-0085)

AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR
PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **CITY OF CELINA** (Owner) and _____(Consultant). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Consultant provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Consultant further agree as follows:

ARTICLE 1—SERVICES OF CONSULTANT

1.01 General

A. Consultant's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Consultant will not be obligated to perform any prospective Task Order unless and until (1) Owner and Consultant agree to the particulars of the assignment, including the scope of Consultant's services, time for performance, Consultant 's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Consultant both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;
2. Specific services to be performed by Consultant ("Scope"), including key deliverables;
3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;
5. Consultant 's Compensation for Task Order; and
6. Primary Subconsultants, if any.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

Main Agreement. EJCDC® E-505, Modified Agreement between Owner and Consultant for Professional Services—Task Order Edition. Copyright© 2020 National Society of Professional Consultant s, American Council of Consulting Companies and American Society of Civil Consultant s. All rights reserved.

C. With respect to the Consultant 's scope of services under a specific Task Order, each specific Task Order may include:

1. Exhibit A: Scope of work
2. Exhibit B: Compensation
3. Exhibit C: Timeline/Schedule
4. Exhibit D: Deliverables.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Consultant will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Consulting Services

A. All phases of Consultant's services under each Task Order will include management of Consultant's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit a Consulting Services Schedule. The Consulting Services Schedule will:
   a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
   b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
   c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
3. Coordinate services within Consultant's internal team, and with Subconsultants and Consultant's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Consultant's services or resulting construction.
5. Prepare and submit **monthly** Consulting services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
6. Special Invoicing: In addition to, or as a substitute for, Consultant 's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated:
   a. Billing should be separated/invoiced per task order.
   b. PO number must be included on each invoice.
   c. Invoices must be submitted to accountspayable@celina-tx.gov.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

7. Conduct ongoing management tasks, including:

   a. Maintaining communications records and files pertaining to or arising from Consultant ’s services;

   b. With respect to Consultant ’s services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

   c. Preparing agendas prior to and minutes following all Consultant -led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Consultant’s services, Consultant shall prepare draft and final Drawings in accordance with City of Celina Consulting Standards using the latest version of AutoCAD.

C. The source documents for the draft and final Specifications in all phases of Consultant’s services will be City of Celina’s consulting specifications unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Consultant, upon which the Consultant’s scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Consultant under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Consultant services are to be separately sequenced with the work of one or more of Owner’s consultants or contractors (such as in the case of fast-tracking), then:

   1. the Task Order’s Deliverables Schedule will account for the need to sequence and properly coordinate Consultant ’s services as applicable to the Work under the Construction Contracts; or

   2. If the Task Order does not address such sequencing and coordination, then Owner and Consultant will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 Application of Owner’s Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Consultant with information and data needed by Consultant in the performance of the Specific Project, including Owner’s:

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Consultant's assessment of initially-available information and data and upon Consultant 's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Consultant to complete its Basic and Additional Services under the Task Order; or, with consent of Consultant , Owner may authorize the Consultant to obtain or provide all or part of such additional information as Additional Services. Such additional information or data **may** include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Consultant to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Consultant data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

E. Owner shall advise Consultant if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Consultant as to whether Consultant's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Consultant as to whether Consultant's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Consultant regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Consultant (or give specific directions requesting Consultant to use copies already in Consultant 's possession) the following:

1. Consultant is responsible for technical specifications, plans, drawings and other items as assigned in the task order.

2. Front end documents will be provided by the Owner's. These include standard contract forms, general conditions, Standard General Conditions of the Construction Contract), text, and related documents and content as well as the following:

a. insurance and bonding requirements;

b. protocols for electronic transmittals during bidding and construction;

c. Owner's safety and security programs applicable to Contractor and other Constructors;

d. diversity and other social responsibility requirements;

e. bidding and contract requirements of funding, financing, or regulatory entities;

f. other specific conditions applicable to the procurement of construction or contract documents;

g. any other information necessary for Consultant to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other Consulting or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Consultant 's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Consultant .

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Consultant with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Consultant , Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner’s General Responsibilities

A. Owner shall inform Consultant of the policies, procedures, and requirements of Owner that are applicable to Consultant’s performance of services under this Agreement and under each Task Order.

B. Owner will provide Consultant with Owner’s budget for each Specific Project, including type and source of funding to be used and will promptly inform Consultant if the budget or funding sources change.

C. Owner shall inform Consultant in writing of any safety or security programs that are applicable to the personnel of Consultant, its Subconsultants, and Consultant’s Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

D. Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement and under each Task Order.

E. Owner shall provide necessary direction and make decisions, including prompt review of Consultant's submittals, and carry out its other responsibilities in a timely manner so as not to delay Consultant's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement or any Task Order. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Consultant 's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Consultant's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Consultant of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Consultant to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Consultant's Subcontractors and Subconsultants through the Consultant.

a. Promptly inform Consultant of the substance of any communications between Owner and Consultant's Subcontractors or Subconsultants.

b. Refrain from directing the services of Consultant's Subcontractors or Subconsultants.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

3. Authorize Consultant to provide Additional Services as set forth in Article 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

   a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

   b. **None**

2.06 Payment

A. Owner shall pay Consultant as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **five (5)** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Consultant is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Consultant's services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Consultant for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Consultant fails, for reasons within the control of Consultant , to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Consultant .

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Consultant and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Consultant shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Consultant within 30 days after receipt of Consultant ’s invoice, then:

1. amounts due Consultant will be increased at the maximum rate of interest permitted by law, and

2. Consultant may, after giving 7 days’ written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Consultant for any such suspension.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Consultant for services in accordance with the applicable basis of compensation.

B. The two following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Consultant a Lump Sum amount for the specified category of services.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

2. The Lump Sum will include compensation for Consultant's services and services of Consultant's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Consultant 's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant 's Subcontractor and Subconsultant charges.

3. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Consultant an amount equal to the cumulative hours charged to the Specific Project by each class of Consultant 's employees times Standard Hourly Rates for each applicable billing class. Under this method, Consultant shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Consultant's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultant's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Consultant 's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant 's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of effective date to reflect equitable changes in the compensation payable to Consultant.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Consultant , unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, and similar Specific Project-related items; and Consultant 's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

Main Agreement. EJCDC® E-505, Modified Agreement between Owner and Consultant for Professional Services—Task Order Edition. Copyright© 2020 National Society of Professional Consultant s, American Council of Consulting Companies and American Society of Civil Consultant s. All rights reserved.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Consultant 's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Consultant's services under the Task Order. Upon notice, Owner and Consultant will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Consultant's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Consultant's services during the negotiations and Consultant exceeds the estimated amount before Owner and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Consultant's opinions of probable Construction Cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Consultant with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Consultant 's Subcontractors and Subconsultants: Consultant may retain such Consultant 's Subcontractors and Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Consultant and Owner shall comply with applicable Laws and Regulations.

2. Consultant shall comply with the policies, procedures, and instructions of Owner that are applicable to Consultant 's performance of services under this Agreement and that Owner provides to Consultant in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Consultant 's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations,

b. the receipt by Consultant after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the 2018 edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Consultant s Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Consultant is required to prepare or furnish Drawings or Specifications under a specific Task Order, Consultant shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Consultant shall not be required to sign any document, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant conditions whose existence the Consultant cannot ascertain within the authorized scope of Consultant's

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

services. Owner agrees not to make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon Consultant signing any such document.

I. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.

J. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Consultant shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant .

L. Consultant is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Consultant's services do not include providing legal advice or representation.

N. Consultant 's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Consultant, its Subconsultants, and Consultant's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Consultant has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents shall become property of the City of Celina upon completion of each task order including all associated copyrights and the right of reuse at the discretion of the Owner. subject to the following provisions:

B. Consultant shall inform Owner if Consultant is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

C. Consultant will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Consultant's right to include information in

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Consultant agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Consultant shall be considered a Basic Service and no direct or separate compensation will be paid to Consultant for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Consultant's costs directly attributable to changes in Consultant's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Consultant may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Consultant with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Consultant shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Consultant 's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant 's interests in the Project. Owner shall require Contractor to cause Consultant, its Subconsultants, and Consultant's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Consultant access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

D. Consultant shall create an account with myCOI and upload the certificate of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Consultant shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Consultant 's Subcontractors. In any documentation made available for review under this provision, Consultant may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

E. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

F. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant, its Subconsultants, or Consultant's Subcontractors.

G. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

H. At any time, Owner may request that Consultant, or Consultant's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Consultant shall obtain and shall require Consultant's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Consultant's services under a specific Task Order for up to 90 days upon 7 days' written notice to Consultant.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

2. By Consultant : Consultant may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

   a. if Owner has failed to pay Consultant for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

   b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

   c. if persistent circumstances beyond the control of Consultant have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Consultant, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

   a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Consultant may terminate a Task Order for cause upon 7 days' written notice:

   a. if Owner demands that Consultant furnish or perform services contrary to Consultant 's responsibilities as a licensed professional;

   b. if the Consultant 's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Consultant 's control; or

   c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Consultant will have no liability to Owner on account of any termination by Consultant for cause.

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Consultant for its services under more than one specific Task Order, Consultant may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Consultant may terminate this Main Agreement and all Task Orders.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Consultant's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Consultant shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Consultant will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated a Task Order for cause and disputes Consultant's entitlement to compensation for services and reimbursement of expenses, then Consultant's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

6.07 Dispute Resolution

A. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Consultant agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **State of Texas, Collin County**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Consultant that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Consultant , exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Consultant pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

undisclosed Constituents of Concern if Consultant has been informed of the general scope of such contract.

C. If Consultant encounters or learns of an undisclosed Constituent of Concern at the Site, then Consultant shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Consultant's scope of services does not include any services related to undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Consultant may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Consultant 's services under a specific Task Order, then:

1. if the adverse effects do not preclude Consultant from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Consultant may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Consultant that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Consultant may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Consultant's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Consultant : To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant 's officers, directors, members, partners, agents, employees, Subconsultants, or Consultant 's Subcontractors.

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, Subconsultants, and Consultant 's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Consultant , and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Consultant 's services or pertinent to Consultant 's performance under the Task Order. Upon Owner's request, Consultant shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Consultant.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Consultant 's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Consultant under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Consultant in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between Owner and Consultant , including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Consultant which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Consultant in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Consultant concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Consultant under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Consultant or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Consultant , its employees, agents, representatives, or Subconsultants, or Consultant 's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

Main Agreement. EJCDC® E-505, Modified Agreement between Owner and Consultant for Professional Services—Task Order Edition. Copyright© 2020 National Society of Professional Consultant s, American Council of Consulting Companies and American Society of Civil Consultant s. All rights reserved.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Consultant to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Consultant —The individual or entity named as such in this Main Agreement.

24. Consultant ’s Subcontractor—An individual, firm, vendor, or other entity having a contract with Consultant to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Consultant which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Consultant , applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Consultant's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Consultant and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Consultant and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Consultant assigned to assist Consultant at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by Consultant s, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Consultant under a specific Task Order are a part.

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Consultant to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Consultant , or that is indicated as a Submittal in the Schedule of Submittals accepted by Consultant . Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Consultant, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Consultant, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Consultant (including incorporated exhibits and amendments if any), stating the scope of services, Consultant 's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Consultant , ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Exhibit 1 – Task Order Form
B. Exhibit 2 - Insurance.
C. Exhibit A – Reserved
D. Exhibit B – Reserved
E. Exhibit C – Amendment to Main Agreement
F. Exhibit D – Reserved
G. Exhibit E – Reserved
H. Exhibit F – Attachment 1 Software Requirements for Electronic Document Exchange
I. Exhibit G – Insurance
J. Exhibit H – Dispute Resolution
K. Appendix 1 – Reimbursable Expenses Schedule
L. Appendix 2 – Standard Hourly Rates Schedule

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit 2. These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Consultant, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Consultant and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Consultant and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Consultant and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Consultant 's Certifications

A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

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 selection process or in the Agreement execution;

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Consultant that would be in conflict with Consultant's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Consultant, its Subconsultants, and all licensed professionals employed by Consultant or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Consultant and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Consultant under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is **[date to be inserted at the time of execution]**.

CITY OF CELINA	**CONSULTANT**
_____	_____
Jason Laumer, City Manager	
	_____
	Printed Name & Title
_____	_____
Date	Date
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: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

Attachment: Part 1 Main Agreement Owner-Engineer Task Order Edition (Engineering Services 2021-0085)

EXHIBIT B - WORK AUTHORIZATION

MAPS # _____ **MAPS Date:** _____ **Task Order:** _____

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** ("Owner") and _____ ("Engineer" or "Consultant"); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Task Order Effective Date:			
Engineer:			
Engineer Project #:			
Engineer Representative:			
Owner Representative:			
Project Name:			
Purchase Order#:		**Task Order #:**	
Project Number(s):			

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Invoice Submittal Date:	Submit invoice by the 10th of each month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include 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 Main Agreement for Consulting Services. 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.**

Attachment: Work Order (Engineering Services 2021-0085)

4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Insert HERE or attach as Exhibit A**
2. **Compensation:** **Insert HERE or attach as Exhibit A**
3. **Timeline / Schedule:** **Insert HERE or attach as Exhibit C**
4. **Deliverables:** **Insert HERE or attach as Exhibit A**

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

Execution of this Work Authorization by Owner and Consultant makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

CITY OF CELINA	**ENGINEER**
	Signature
Printed Name & Title	Printed Name & Title
Date	Date

Attachment: Work Order (Engineering Services 2021-0085)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 13, 2022
Re: Frontier Parkway Erosion Control

Action Requested:
Consider and act to award bid 2022-0177 for Frontier Parkway Erosion Control to Texas Standard Construction, LLC in the amount $176,890.00 plus ten percent contingency in the amount of $17,689.00 for a total amount not to exceed $194,579.00. (Berry)

Background Information:
On July 21, 2022, the City received responses to bid 2022-0177 for Frontier Parkway Erosion Control. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred forty-six vendors were notified. One no-bid and seven response were received.

An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittals and verified references.

AT Construction, the apparent low bidder, provided four references. The first was for a demolition project and did not qualify. The second was for office building construction and did not qualify. The third was for road rehabilitation and received a negative reference. The fourth did not respond to the reference check.

The next bidder submitted references from 2018 or earlier. They have no current references to verify.
Staff recommends awarding to Stoic Civil Construction, Inc.

The contract period is for 45 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:
Contract was previously reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:
Award Bid # 2022-0177

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 **Stoic Civil Construction, Inc.** (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
Frontier Parkway Erosion Control
BID 2022-0177
PROJECT D12

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:

The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop. The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **TRC Engineers, Inc,** 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 **30** 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 **45** 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 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

Attachment: Agreement (Frontier Pkwy Erosion Control)

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: $176,890.00

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

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.

Attachment: Agreement (Frontier Pkwy Erosion Control)

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;
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

Attachment: Agreement (Frontier Pkwy Erosion Control)

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:

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;

Attachment: Agreement (Frontier Pkwy Erosion Control)

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 **July 12, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	Printed Name & Title
Date	Date
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	Address for giving notices:

Attachment: Agreement (Frontier Pkwy Erosion Control)

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

				A T Construction		Texas Standard Construction,		Stoic Civil Construction Inc		ERS, Inc.	
				Total Price	$148,650.00	Total Price	$175,852.05	Total Price	$176,890.00	Total Price	$184,975.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Unclassified Excavation	1400	CY	$30.00	$42,000.00	**$25.00**	$35,000.00	$39.65	$55,510.00	**$25.00**	$35,000.00
2	Embankment Type A or B (TXDOT)	1400	CY	**$39.00**	$54,600.00	$57.20	$80,080.00	$48.00	$67,200.00	$55.00	$77,000.00
3	Flexamat with Seeding	555	SY	$60.00	$33,300.00	**$47.35**	$26,279.25	$72.50	$40,237.50	$65.00	$36,075.00
4	Curlex with seed	215	SY	$10.00	$2,150.00	$12.92	$2,777.80	**$9.50**	$2,042.50	$20.00	$4,300.00
5	Regrade Channel to Drain	1	LS	$8,000.00	$8,000.00	$16,895.00	$16,895.00	**$7,000.00**	$7,000.00	$25,500.00	$25,500.00
6	Inlet Protection	20	LF	$30.00	$600.00	$41.00	$820.00	$70.00	$1,400.00	$55.00	$1,100.00
7	Traffic Control	1	LS	$8,000.00	$8,000.00	$14,000.00	$14,000.00	**$3,500.00**	$3,500.00	$6,000.00	$6,000.00

				GRod Construction, LLC (GRod		FNH Construction LLC		Eaton Construction	
				Total Price	$212,095.00	Total Price	$214,525.00	Total Price	$528,500.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Unclassified Excavation	1400	CY	$49.00	$68,600.00	$30.00	$42,000.00	$101.50	$142,100.00
2	Embankment Type A or B (TXDOT)	1400	CY	$53.00	$74,200.00	$50.00	$70,000.00	$156.14	$218,596.00
3	Flexamat with Seeding	555	SY	$74.00	$41,070.00	$125.00	$69,375.00	$96.58	$53,601.90
4	Curlex with seed	215	SY	$15.00	$3,225.00	$10.00	$2,150.00	$212.09	$45,599.35
5	Regrade Channel to Drain	1	LS	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$54,602.75	$54,602.75
6	Inlet Protection	20	LF	**$25.00**	$500.00	$50.00	$1,000.00	$200.00	$4,000.00
7	Traffic Control	1	LS	$4,500.00	$4,500.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00

Attachment: Bid Tabulation by Supplier Spreadsheet 9-8-22 (Frontier Pkwy Erosion Control)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Cody Webb, Director of Parks and Recreation
Date:	September 13, 2022
Re:	Preston Road Median Lawn Care Services

Action Requested:
Consider and act to purchase Lawn Care Services from TruGreen through a cooperative contract with Buyboard in an amount not to exceed $49,600.00. (Quigley)

Background Information:
Staff requests authorization to procure Lawn Care Services through the following cooperative agreement.

- Contract # 639-21

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available in the FY23 budget. Expenditures will not exceed funds appropriated and funds will be committed at he issuance of a purchase order. The purchase order will be issued after October 1, 2022.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

Lowell Dobraski
Plano #5415 1500 10th Street
Plano, TX
75074
Phone : 972-670-5030

Customer Information

BILL TO:

CITY OF CELINA (BuyBoard No. 639-21)
142 N OHIO ST
CELINA, TX
75009 USA
Phone :

SERVICE LOCATION:

CITY OF CELINA (BuyBoard No. 639-21)
142 N OHIO ST
CELINA, TX
75009 USA
Phone :

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
CITY OF CELINA (BuyBoard No. 639-21)	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$2,800.00
CITY OF CELINA (BuyBoard No. 639-21)	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$2,800.00
CITY OF CELINA (BuyBoard No. 639-21)	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$2,800.00
CITY OF CELINA (BuyBoard No. 639-21)	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$2,800.00
CITY OF CELINA (BuyBoard No. 639-21)	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$3,400.00
CITY OF CELINA (BuyBoard No. 639-21)	Weed Control Service	4		$3,400.00
CITY OF CELINA (BuyBoard No. 639-21)	Weed Control Service	5		$3,400.00
CITY OF CELINA (BuyBoard No. 639-21)	Fire Ant Control	10		$3,400.00
CITY OF CELINA (BuyBoard No. 639-21)	Ornamental Bed Weed Control	1	Non selective weed control	$6,200.00
CITY OF CELINA (BuyBoard No. 639-21)	Ornamental Bed Weed Control	2	Non selective weed control	$6,200.00
CITY OF CELINA (BuyBoard No. 639-21)	Ornamental Bed Weed Control	4	Non selective weed control	$6,200.00
CITY OF CELINA (BuyBoard No. 639-21)	Ornamental Bed Weed Control	10	Non selective weed control	$6,200.00

Subtotal: $49,600.00
Total Sales Tax Amount: $0.00
Grand Total: $49,600.00

Description:

©2022 TruGreen L.P. All Rights Reserved

Attachment: City of Celina 2022 - 2023 Quote BuyBoard No. 639-21 (Preston Road Median Lawn Care Services)

Standard Terms and Conditions

1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.

2. Price increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.

3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of $25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. Check processing policy ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. Termination. In the case of your non-payment or default. TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. No Warranties. Except as expressly set forth in this Agreement. TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party: provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details

16. Authorization to provide Service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER. THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____

REPRESENTATIVE/GENERAL MANAGER

©2022 TruGreen L.P. All Rights Reserved

Attachment: City of Celina 2022 - 2023 Quote BuyBoard No. 639-21 (Preston Road Median Lawn Care Services)

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Attachment: City of Celina 2022 - 2023 Quote BuyBoard No. 639-21 (Preston Road Median Lawn Care Services)

©2022 TruGreen L.P. All Rights Reserved

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: Fiber Optic Cable

Action Requested:
Consider and act to purchase fiber optic cable from Graybar through a cooperative contract with Omnia Partners in an amount not to exceed $179,293.53. (Berry)

Background Information:
Staff requests authorization to purchase fiber optic cable from Graybar. This purchase will be used to construct the fiber optic network between the Public Work and the Coit Water Tower. This fiber will be utilized for control of the water and wastewater support systems, as well as city data communications for day-to-day operations.

Quotes were obtained from various cooperative contracts and Graybar was selected based on price and lead times. The cable will be purchased through the following cooperative agreement.

- Omnia Partners
- Contract #: EV2370

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
If the City does not award this purchase, the City will not be able to provide critical data services for the operation of utility and city sites. Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available in the current project. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

4601 CAMBRIDGE RD
FORT WORTH TX 76155-2233
Phone: 817-213-1300
Fax: 817-213-1373

To: CITY OF CELINA
142 N OHIO
CELINA TX 75009-6201
Attn: Alden Gleason
Phone: 9723822682
Email: ACCOUNTSPAYABLE@CELINA-TX.GOV
Fax:

Date: 08/29/2022
Project Name: **144 FIBER**
GB Quote #: **0241488617**
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr: 1
Valid From: 08/29/2022
Valid To: 09/14/2022
Contact: BRENDA SERRANO
Email: brenda.serrano@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes: * Graybar Omnia Public Sector Contract #EV2370 * + Please reference Graybar Quote # in all correspondence. * + If an order needs to be tax exempt, please include that in your email and attach tax exempt form. * + Graybar Quote number must be on all Purchase Orders to obtain this pricing. * + Our Customer Service Team contact numbers are 817-213-1500 (phone) and 817-213-1509 (fax) to assist you with your order. * + Non-cancel, Non-returnable. * + For prepaid and add orders. Customer may receive an additional freight charge after invoice has been sent due to market conditions. * + Due to Force Majeure and other market conditions, pricing and availability can change at any given notice, regardless of quote date.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Pric
100		101582	CORNING OPTICAL	S-OP-144-LA-A-3E-BK-SIC-CUT REEL	144EUC-T4100D20	$1,735.48	1000	$176,29

GB Part#:25236832
UNSPCS:26121637
ECCN:5A991.d **Schedule B:**8544.70.0000
Ship From: Stock ZONE-JOLIET, IL
Long Description:ALTOS® Loose Tube, Gel-Free, Single-Jacket, Single-Armoured Cable, Fiber Count: 144, Black, OS2

Total in USD (Tax not included): $176,293.53

F O B: * SHIPPING POINT, FREIGHT ALLOWED FOR COMPLETE BILL OF MATERIALS SHIPPING TO A SINGLE LOCATION ON A SINGLE PO.
Delivery:* ALL ITEMS GRAYBAR STOCK UNLESS OTHERWISE NOTED. STOCK SUBJECT TO PRIOR SALE.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

Attachment: Graybar Quotation 144 FIBER 0241488617 (Fiber Optic Cable PW)

To: CITY OF CELINA
142 N OHIO
CELINA TX 75009-6201
Attn: Alden Gleason

Date: 08/29/2022
Project Name: 144 FIBER
GB Quote #: 0241488617

Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Pric

Attachment: Graybar Quotation 144 FIBER 0241488617 (Fiber Optic Cable PW)

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

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 13, 2022
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 2022-2023 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 3, 2022.

Alternatives:
N/A

Financial Considerations:

Legal Review:
N/A

Supporting Documents:
- Proposed resolution
- FY 2022-2023 CDC Proposed Budget
- Celina Community Development Corporation Budget Approval Minutes

Staff Recommendation:
Approval

Community Development Corporation - 402
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 1,345,926**	**$ 2,421,906**	**$ 2,421,906**	**$ 2,791,083**	**$ 2,234,995**
Revenues					
Taxes	$ 1,465,484	$ 1,150,000	$ 1,150,000	$ 1,750,000	$ 1,925,000
TIRZ Agreements	(31,089)	(35,000)	(35,000)	(58,088)	(66,430)
Miscellaneous Revenue	-	-	-	-	-
Interest Income	10,762	15,000	15,000	2,000	2,500
Total Revenues	**$ 1,445,157**	**$ 1,130,000**	**$ 1,130,000**	**$ 1,693,912**	**$ 1,861,070**
Expenditures					
Miscellaneous Expense	$ -	$ -	$ 2,250,000	$ 2,250,000	$ 75,000
Total Expenditures	**$ -**	**$ -**	**$ 2,250,000**	**$ 2,250,000**	**$ 75,000**
Total available resources less expenditures	**$ 2,791,083**	**$ 3,551,906**	**$ 1,301,906**	**$ 2,234,995**	**$ 4,021,065**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 2,791,083**	**$ 3,551,906**	**$ 1,301,906**	**$ 2,234,995**	**$ 4,021,065**

Attachment: CDC Budget 2022-2023 (FY 2022-2023 CDC Budget Approval)

CITY OF CELINA, TEXAS
RESOLUTION NO. 2022 - ##

A RESOLUTION OF THE CITY OF CELINA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 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 2022-2023 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 2022-2023 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 13th day of September 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: CDC FY 2023 BUDGET RESOLUTION (FY 2022-2023 CDC Budget Approval)

Life Connected.

CELINA COMMUNITY DEVELOPMENT CORPORATION REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
WEDNESDAY, AUGUST 3, 2022
5:30 PM
MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Kelly Osburn	City of Celina	Board Member	Present	
Josh Mckiddy	City of Celina	Board Member	Absent	
Brian Bender	City of Celina	Board Member	Present	
Rex Cotten	City of Celina	Board Member	Present	
Ryan Samuelson	City of Celina	Board Member	Absent	
Lassine Konate	City of Celina	Board Member	Present	

II. MINUTES APPROVAL:

A. Celina Community Development Corporation - Special Meeting - Oct 12, 2021 4:00 PM

Kelly Osburn motioned to approve the October 12, 2021 minutes and Brian Bender 2nd the motion to approve

RESULT:	**ACCEPTED [UNANIMOUS]**
AYES:	Osburn, Bender, Cotten, Konate
ABSENT:	Mckiddy, Samuelson

III. DISCUSSION/ACTION:

A. Consider and act upon approval of the Fiscal Year 2022/2023 Budget.

Brian Bender motioned to approve the 2023 proposed budget, Rex Cotten 2nd the motion to approve

Attachment: 080322_CDC DRAFT minutes (FY 2022-2023 CDC Budget Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Osburn, Bender, Cotten, Konate
ABSENT:	Mckiddy, Samuelson

B. Consider and act upon an interlocal agreement for administrative services and office space with the City of Celina, Texas

Rex Cotten motioned to approve the interlocal agreement, Lassine Konate 2nd the motion to approve

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Osburn, Bender, Cotten, Konate
ABSENT:	Mckiddy, Samuelson

IV. ADJOURN:

Kelly Osburn adjourned the meeting at 6:04 PM

_____
Chairman

_____ _____
Secretary Date Minutes Approved

Attachment: 080322_CDC DRAFT minutes (FY 2022-2023 CDC Budget Approval)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: FY 2022-2023 Celina Economic Development Corporation Budget Approval

---

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2022-2023 budget for the Celina Economic Development Corporation. (Bromiley)

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 8, 2022.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
- Proposed resolution
- FY 2022-2023 EDC Proposed Budget
- Celina Economic Development Corporation Budget Approval Minutes

Staff Recommendation:
Staff recommends approval

CITY OF CELINA, TEXAS
RESOLUTION NO. 2022 - ##

A RESOLUTION OF THE CITY OF CELINA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 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 2022-2023 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 2022-2023 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 13th day of September 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: FY 23 Council Resolution approving EDC Budget (FY 2022 - 2023 EDC Budget Approval)

Economic Development Corporation - 401
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Working Capital, Beginning of Year	**$ 1,071,200**	**$ 1,514,494**	**$ 1,514,494**	**$ 2,071,418**	**$ 2,653,705**
Revenues					
Taxes	$ 1,465,484	$ 1,150,000	$ 1,150,000	$ 1,750,000	$ 1,925,000
Grants	-	-	-	-	-
Intergovernmental Revenue	200,000	200,000	200,000	-	-
Other Revenues	3,000	3,000	3,000	3,000	3,000
Interest Income	26,326	15,000	15,000	39,000	20,000
Total Revenues	**$ 1,694,810**	**$ 1,368,000**	**$ 1,368,000**	**$ 1,792,000**	**$ 1,948,000**
Expenditures					
Personnel Costs	$ 196,526	$ 390,672	$ 390,672	$ 350,014	$ 523,681
Legal & Professional	19,567	23,500	23,500	26,000	42,000
Utilities	1,460	2,400	2,400	1,200	2,400
General & Administrative	264,662	393,500	393,500	257,521	630,000
Debt Service	105,038	105,038	105,038	105,978	5,000
TIRZ Agreements	36,000	40,000	40,000	58,000	66,430
Total Expenditures	**$ 623,253**	**$ 955,110**	**$ 955,110**	**$ 798,713**	**$ 1,269,511**
Total available resources less expenditures	**$ 2,142,757**	**$ 1,927,384**	**$ 1,927,384**	**$ 3,064,705**	**$ 3,332,194**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	71,339	411,000	411,000	411,000	315,000
Total other financing sources (uses)	**$ (71,339)**	**$ (411,000)**	**$ (411,000)**	**$ (411,000)**	**$ (315,000)**
Working Capital, End of Year	**$ 2,071,418**	**$ 1,516,384**	**$ 1,516,384**	**$ 2,653,705**	**$ 3,017,194**

Attachment: Proposed EDC Budget 2022-2023 (FY 2022 - 2023 EDC Budget Approval)

Life Connected.

NOTICE OF
CELINA ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
REGULAR MEETING
302 W. WALNUT STREET
Tuesday, August 9, 2022 at 12:00 PM
MINUTES

I. Roll Call and Call to Order and identify a quorum present

Attendee Name	Organization	Title	Status	Arrived
Carmen Roberts	City of Celina	Board Member	Present	
Mindy Koehne	City of Celina	Vice President	Present	
Kyle Rose	City of Celina	President	Present	
Jay Pierce	City of Celina	Board Member	Present	
Clint Bissett	City of Celina	Board Member	Present	
Alexis Jackson	City of Celina	Executive Director	Present	
Lalaina Alvarez	City of Celina	BRE Specialist	Present	
Melissa Thomas	City of Celina	Marketing Manager	Present	

II. Citizens Forum

No citizen comments.

III. Discussion and Action to approve Minutes

A. Celina Economic Development Corporation - Regular Meeting - Jul 12, 2022 12:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Mindy Koehne, Vice President
SECONDER:	Clint Bissett, Board Member
AYES:	Roberts, Koehne, Rose, Pierce, Bissett

IV. Discussion and Action

A. Budget FY 2022-2023

Attachment: 2022-08-09 Celina Economic Development Corporation - Full Minutes-1538 (FY 2022 - 2023 EDC Budget Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Carmen Roberts, Board Member
SECONDER:	Clint Bissett, Board Member
AYES:	Roberts, Koehne, Rose, Pierce, Bissett

V. Executive Closed Session of the Board of Directors The Celina EDC will now hold a Closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Local Government Code in accordance with the authority contained in the Chapter.

A. Section 551.072 of Texas Government Code to discuss or deliberate the purchase, exchange, lease or value of real property.

1. Project Pecan

No action taken.

B. Section 551.074 of Texas Government Code to discuss or deliberate personal matters to evaluate performance and duties, of a public officer or employee.

1. Executive Director Agreement

Motion to approve the employment agreement on the terms discussed in executive session. The motion was made after the board convened into open session at 12:43 PM.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Clint Bissett, Board Member
SECONDER:	Mindy Koehne, Vice President
AYES:	Roberts, Koehne, Rose, Pierce, Bissett

C. Section 551.087 of the Texas Government Code to discuss or deliberate regarding commercial or financial information that the CEDC has received from a business prospect, and or to deliberate the offer of a financial or other incentive with a business prospect.

1. Project Penguin

No action taken.

2. Project Parcel 41-C

No action taken.

3. Project Blossom

No action taken.

D. Reconvene into Open Session The Celina EDC will now reconvene into Regular Session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any action necessary regarding the items discussed in executive session.

VI. Discussion and Review of monthly Activities

A. Executive Director Update - Jackson
B. Businesss Retention Update - Alvarez
C. Marketing Update - Thomas

VII. Discussion of future EDC agenda items and meetings

VIII. Adjournment

Attachment: 2022-08-09 Celina Economic Development Corporation - Full Minutes-1538 (FY 2022 - 2023 EDC Budget Approval)

_____
Chairman

_____ _____
Secretary Date Minutes Approved

Attachment: 2022-08-09 Celina Economic Development Corporation - Full Minutes-1538 (FY 2022 - 2023 EDC Budget Approval)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Assistant City Manager
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: Denton County Bond Support Resolution

Action Requested:
Consider and act upon a resolution of the City Council of the City Of Celina in support of Denton County 's Transportation Road Improvement Program (TRIP 22) (Brawner)

Background Information:
Denton County is pursuing bond funds for approximately 113 roadway projects within the County. The proposed plan (TRIP-22) will increase mobility within the county and is estimated to generate billions in leveraged roadway improvements as well as enhance economic development in the area.

This resolution is to show public support for the bond measure and encourage community member support on the November 8 ballot.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Proposed Support Resolution

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS, SUPPORTING DENTON COUNTY'S TRANSPORTATION ROAD IMPROVEMENT PROGRAM–2022 (TRIP-22), PRPOPOSTION A ON THE NOVEMBER 8, 2022 ELECTION BALLOT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Denton County is one of the 10 fastest growing counties in the Nation; and

WHEREAS, an estimated 82 people move to Denton County every day; and

WHEREAS, federal and state funding agencies look for partnerships for leveraging opportunities for new roads; and

WHEREAS, the state and federal gas tax rates have not been increased in 23 years; and

WHEREAS, fuel efficiency is reducing available transportation funding; and

WHEREAS, regional funding requires local government financial participation; and

WHEREAS, investing in roadway transportation is a Family Value that improves the quality of life of our residents, decreases congestion on city, county and state roads, provides through traffic on city roads, improves air quality, reduces standing traffic emissions, enhances economic development, keeps tax base strong and increases safety by providing better ambulance service accessibility, reduces dangerously high roadbeds and improves bus routes; and

WHEREAS, Denton County Commissioners, working with partners, have utilized the voter-approved proceeds of $187 million from the 2004 and $310 million from the 2008 road bond programs to fund and construct more than $8.4 BILLION in roadway projects throughout the county that improve the quality of life of every resident; and

WHEREAS, Denton County has effectively managed its road bond debt to maintain its AAA bond rating; and

WHEREAS, Denton County's tax rate has dropped from $0.24.98/$100 valuation in 2009 to $0.23.3/$100 valuation in 2021

Attachment: Draft Resolution of Support (Denton County Bond Support)

WHEREAS, TRIP-22 identifies comprehensive county-wide transportation priorities that will further increase access and mobility within the County; and

WHEREAS, the 113 roadway projects in TRIP-22 represents active partnerships between Denton County, State, Region and local entities; and

WHEREAS, TRIP-22 was developed in close cooperation with the Texas Department of Transportation and the North Central Texas Council of Governments; and

WHEREAS, TRIP-22 is estimated to generate billions in leveraged roadway improvements; and

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

Section 1. Adoption

We, the Celina City Council hereby strongly endorse the 2022 Denton County Bond Election hereby known as the "Transportation Road Improvement Program, 2022 - TRIP-22" as approved by the Denton County Commissioners Court on August 16, 2022 and encourage the residents of Denton County to vote for its passage on November 8, 2022.

Section 2. Effective Date.

This Resolution shall take effect immediately upon its adoption 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 13th day of September, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: Draft Resolution of Support (Denton County Bond Support)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: TIRZ #5 Approval

Action Requested:
Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone (TIRZ) #5 project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Background Information:
TIRZ #5 Board reviewed the project expenditures. All project expenditures provided within the Resolution are authorized spending under Chapter 311 of the Texas Tax Code. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:
Project expenditures have been approved by the TIRZ #5 Board.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed the Resolution.

Supporting Documents:
TIRZ #5 Project Expenditure Approval Resolution

Staff Recommendation:
Staff recommends for approval.

RESOLUTION TIRZ #5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN 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 governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance No. 2016-16, a Creation Ordinance *of Reinvestment Zone Number Five, City of Celina, Texas*, and

WHEREAS, on December 13, 2016, pursuant to and as required by the Act, the City Council approved and adopted by Ordinance No. 2016-82, a *Final Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of Celina, Texas*, and a *Final Project Plan*, for a tax increment reinvestment zone containing 1,235.8 acres located within the City; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Five, City of Celina, Texas, authorized through the passage of Reinvestment Zone Number Five Resolution on September 13, 2022, payment for certain expenditures for the consulting services to update the Project and Finance Plan with a cost not to exceed of $38,000 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 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 of expenditures approved by the Board of Directors of Reinvestment Zone Number Five, City of Celina, Texas, for certain expenditures of consulting services to update the Project and Finance Plan with a cost not to exceed of $38,000, both directly related to facilitating and encouraging development within the Zone. The Board finds that such expenditures are authorized under the Act.

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 Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain

Attachment: TIRZ 5 Council Resolution Approving Expenditures K.S. 9.5.22 9.13.2022 Council (TIRZ #5 Approval)

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 13th DAY OF SEPTEMBER 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: TIRZ 5 Council Resolution Approving Expenditures K.S. 9.5.22 9.13.2022 Council (TIRZ #5 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: TIRZ #11 Approval

Action Requested:
Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone (TIRZ) #11 project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Background Information:
TIRZ #11 Board reviewed the project expenditures. All project expenditures provided within the Resolution are authorized spending under Chapter 311 of the Texas Tax Code. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:
Project expenditures have been approved by the TIRZ #11 Board.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed the Resolution.

Supporting Documents:
TIRZ #11 Project Expenditure Approval Resolution

Staff Recommendation:
Staff recommends for approval.

RESOLUTION TIRZ #11

A RESOLUTION OF THE CITY COUNCIL 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.

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; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas (the "Board"), authorized, through the passage of TIRZ #11 Resolution number 2021-1 on September 14, 2021, certain expenditures for the first installment to purchase of property in the amount of $400,000 with 201 Preston Road LLC – Right of Way required for the reconstruction of Elm Street directly related to facilitating and encouraging development within the Reinvestment Zone Number Eleven (the "Zone"), and the Board found such expenditures were authorized expenditures under the Act; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of Resolution on September 13, 2022, for TIRZ #11, the second installment of four payments, for certain expenditures for the purchase of property of $400,000 with 201 Preston Road LLC – Right of Way required for the reconstruction of Elm Street directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of Resolution on September 13, 2022, for TIRZ #11 for payment of certain expenditures for the consulting services to update the Project and Finance Plan with a cost not to exceed of $23,000 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:

Attachment: TIRZ 11 Council Resolution Approving Expenditures v3 K.S. 9.5.22 9.13.2022 Council (TIRZ #11 Approval)

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 Eleven, City of Celina, Texas, (1) certain expenditures for the second installment to purchase property of $400,000 with 201 Preston Road LLC – Right of Way required for the reconstruction of Elm Street, and (2) expenditures for consulting services to update the Project and Finance Plan with a cost not to exceed of $23,000, both directly related to facilitating and encouraging 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 Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 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 13th DAY OF SEPTEMBER 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: TIRZ 11 Council Resolution Approving Expenditures v3 K.S. 9.5.22 9.13.2022 Council (TIRZ #11 Approval)

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 13, 2022
Re: Budget Amendment FY 2021-2022

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY 2022 budget amendment is requested for the FY 2021-2022 Operating Budget.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2021-75, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2021-2022 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 2021-2022, heretofore previously adopted by Ordinance 2021-75; 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, 2022, heretofore previously adopted by Ordinance 2021-75 duly enacted by the City Council of the City of Celina on the 14th day of September, 2021, 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: 2022-xx Amend Budget Ordinance September 13, 2022 (FY 2022 Budget Amendment September 2022)

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

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

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

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

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of September 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022-xx Amend Budget Ordinance September 13, 2022 (FY 2022 Budget Amendment September 2022)

Budget Change # _____

Account #	Account Name	Description	Adjustment
102-31-3050	FUND BALANCE	Fund Balance	(73,244)
102-103-000-6100	SALARIES	To amend to cover for additional costs	14,115
102-108-000-6100	SALARIES	To amend to cover for additional costs	18,833
102-108-000-6163	TRAVEL, MEALS, LODGING	To amend to cover for additional costs	12,500
102-110-000-6106	FLSA OVERTIME	To amend to cover for additional costs	27,796
123-31-3050	FUND BALANCE	Warning Sirens Design and Engineering Contract	(300,000)
123-123-000-6200	CONTRACT SERVICES	Warning Sirens Design and Engineering Contract	300,000

Description
Budget Amendment Ordinance

Created By Robin Bromiley	Date	Yes	No
Reviewed By	Date	Request Approval by Council Tuesday, September 13, 2022	
Entered By	Date	Date	

Attachment: 2022-xx Amend Budget Ordinance September 13, 2022 (FY 2022 Budget 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 13, 2022
Re:	2021 International Model Construction Codes

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances; Chapter 3: Building Regulations by Reference of 2021 International Model Construction Codes. (2021 International Model Construction Codes) (McAfee)

Background:
This item is for the adoption of the 2021 International Model Construction Codes. If approved, the 2021 codes will go into effect on November 1, 2022. Please see the attachments, including the staff presentation from the previous City Council meeting, for further information.

Supporting Documents:
- Draft Ordinance
- Staff Presentation

Staff Recommendation:
N/A

CITY OF CELINA, TEXAS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3: BUILDING REGULATIONS; DIVISION 1 GENERALLY SECTION 3.02.001 ENFORCEMENT; ADD SECTION 3.02.003 ADOPTION BY REFERENCE; DIVISION 2 BUILDING CODE; SECTION 3.02.051 INTERNATIONAL BUILDING CODE WITH AMENDMENTS; DIVISION 3 FIRE CODE; SECTION 3.02.101 INTERNATIONAL FIRE CODE WITH AMENDMENTS; DIVISION 4 RESIDENTIAL CODE; SECTION 3.02.151 INTERNATIONAL RESIDENTIAL CODE WITH AMENDEMENTS; DIVISION 5 MECHANICAL CODE; SECTION 3.02.201 INTERNATIONAL MECHANICAL CODE WITH AMENDMENTS; DIVISION 6 FUEL GAS CODE; SECTION 3.02.251 INTERNATIONAL FUEL GAS CODE WITH AMENDMENTS; DIVISION 7 PLUMBING CODE; SECTION 3.02.301 INTERNATIONAL PLUMBING CODE WITH AMENDMENTS; DIVISION 9 ENERGY CONSERVATION CODE; SECTION 3.02.401 INTERNATIONAL ENERGY CONSERVATION CODE WITH AMENDMENTS; DIVISION 10 PROPERTY MAINTENANCE CODE; SECTION 3.02.451 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS; DIVISION 11 SWIMMING POOL AND SPA CODE; SECTION 3.02.501 INTERNATIONAL SWIMMING POOL SPA CODE WITH AMENDMENTS; DIVISION 12 EXISTING BUILDING CODE; SECTION 3.02.551 INTERNATIONAL EXISTING BUILDING CODE WITH AMENDMENTS; DIVISION 13 STORM SHELTER CODE; SECTION 3.02.601 INTERNATIONAL CODE COUNCIL – NATIONAL STORM SHELTER ASSOCIATION 500 CODE WITH AMENTMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURES OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

WHEREAS, the City of Celina, Texas, is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with provisions of the Texas Local Government Code the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Celina, Texas is a home rule municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provides for the adoption of the International Residential Code as a municipal residential building code in the State of Texas; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein;

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

SECTION 1
INCORPORATION OF PREMISES

That 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

That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.001 Enforcement, Add Section 3.02.003 Adoption by Reference is hereby amended to read as follows:

DIVISION 1. GENERALLY

Section 3.02.001 – Enforcement

The City Building and Fire Official shall have the authority and power to enforce all provisions of the International Building Code, 2021 Edition and appendices, as amended; the International Fire Code, 2021 Edition and appendices, as amended; the International Residential Code, 2021 Edition and appendices, as amended; the International Mechanical Code, 2021 Edition and appendices, as amended; the International Fuel Gas Code, 2021 Edition and appendices, as amended; The International Plumbing Code, 2021 Edition and appendices as amended; the International Energy Conservation Code, 2021 Edition and appendices as amended; the International Property Maintenance Code, 2021 Edition and appendices as amended; the International Swimming Pool Spa Code,2021 edition and appendices as amended; the Existing Building Code, 2021 Edition and appendices as amended; ICC-NSSA 500 -2020 Edition and appendices as amended.

Section 3.02.003 - Adoption by Reference.

1. There is hereby adopted by the City of Celina for establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties, the following codes:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

a. The International Building Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

b. The International Fire Code, being in particular the 2021 edition and appendices B, C, D, E, F, G, H, I, J, K, L and M, Appendix of the 2021 Edition of the International Fire Code published by the International Fire Code Institute and the International Conference of Building Officials, be particularly the 2021 Edition as amended, except as it may be in conflict with the provisions of any ordinance of the city.

c. The International Residential Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

d. The International Mechanical Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

e. The International Fuel Gas Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

f. The International Plumbing Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

g. The International Energy Conservation Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

h. The International Property Maintenance Code, being in particular the 2018 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

i. The International Swimming Pool and Spa Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

j. The International Existing Building Code, being in particular the 2021 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the City.

k. The International Code Council – National Storm Shelter Association 500, being in particular the ICC 500-2020 edition and all appendices, as amended, except as it may be in conflict with provisions of any ordinance of the City.

2. The building codes adopted by reference in subsection (1) of this section are hereby amended in the following particulars:

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

Permanent toilet facilities - means a room in an existing building (including a construction trailer) or in the building being constructed with a water closet installed in such room, which conforms to the plumbing code, and is continuously available to all workers involved in a construction project.

Temporary toilet facilities - means a portable, fully enclosed, chemically sanitized toilet which is serviced and cleaned at least once each week.

b. Every construction project requiring a permit within the city shall have adequate toilet facilities for workers associated with the project. The following shall be considered adequate facilities:

Commercial and Residential construction projects: At least one toilet facility for every ten (10) workers shall be maintained in each subdivision for the employees or subcontractors of each builder holding a permit for a building in that subdivision. Each builder must provide a toilet facility as long as the builder holds an active permit in the subdivision.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

3. Authority to establish policy standards**,** the Building and Fire Official shall, have authority to establish certain policy guidelines or standards regulating various provisions of the residential, building, fire, plumbing, fuel gas, mechanical, electrical, property maintenance, swimming pool, spa, existing buildings, abatement of dangerous buildings and health codes adopted in this chapter that are subject to the standardization of construction or health methods and/or local interpretation. The Building Official shall have the authority to outline conditions and provide for code consistency to rules, regulations, or laws with county, state or federal agencies.

4. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding. Any reference to the NFPA Codes other than the National Electric Code shall mean the most current edition available.

5. Amendments. The following noted portions of the above noted codes are hereby amended to read as follows:

DIVISION 2. BUILDING CODE

Section 3.02.051 - International Building Code amendments:

The following noted portions of the International Building Code are hereby amended to read as follows:

Section 101.4; change to read as follows:

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

Section 101.4.7; add the following:

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 103 Department of Building Safetyand 103.1; amend to read as follows:

Building Inspections Department

103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ Building Inspections Department is hereby created and the official in charge thereof shall be known as the *building official*.

Section [A] 104.2.1; Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas: Delete entire section

Section 104.10.1; Flood hazard areas: Delete entire section

Section 105.2; under sub-title entitled "Building" delete items 1, 2, 4, 6, 10 and 11 and re-number as follows:

Building:

~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).~~

Attachment: Draft Ordinance (2021 International Model Construction Codes)

~~2. Fences not over 7 feet (1829 mm) high.~~

~~3.~~ 1. (Unchanged)

~~4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIA liquids.~~

~~5.~~ 2. (Unchanged)

~~6. Sidewalks and driveways not more than 30 inches (720 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.~~

~~7.~~ 3. (Unchanged)

~~8.~~ 4. (Unchanged)

~~9.~~ 5. (Unchanged)

~~10.Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~

~~11. Swings and other playground equipment accessory to detached one and two family dwellings.~~

~~12.~~6. (Unchanged)

~~13.~~7. (Unchanged)

Section 109; add Section 109.7 to read as follows:

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
"Not ready" is defined as being obviously incomplete.
(Example: required element is missing, such as no water on DWV water test, No brick ties on framing brick-tie inspection, Work by trade is still being performed)

2. No building address is clearly posted;
Address must be posted according to the following minimums:
T-Pole / Plumbing Rough-in: on T-pole brace,
Framing / MEP: clearly posted on structure, trash container or sign
Meter release or other inspection after "dry-in": permanent address displayed on structure

3. City approved plans are not on the job site available to the inspector, if required on job site by Chief Building Inspector, Assistant Building Official or Building Official;

4. The building is locked or work otherwise not available for inspection when called;

5. The job site is red-tagged twice for the same item;

6. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before building final inspections are made on that job site.

Section 109; add Section 109.7, 109.7.1, 109.7.2 and 109.8 to read as follows:

109.7 Work without a permit.

109.7.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

109.7.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or

Attachment: Draft Ordinance (2021 International Model Construction Codes)

the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

109.8 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

Section 111.1 Certificate of Occupancy: Add section 111.1.1 to read as follows;

Section 111.1.1 Fiber Optic Network Conduit and Fiber Optic Cable. All multiple-family subdivisions must make best efforts to install fiber optic capability before receiving a Certificate of Occupancy. In addition, the developer must inform the City of the provider chosen to serve the development and specify both the overall speed (minimum 1 GB) and the speed to each individual house or unit.

Section 202; amend definition of Ambulatory Care Facility as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

Section 202; add definition of Assisting Living Facilities to read as follows.

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

Section 202; change definition of "Atrium" as follows:

ATRIUM. An opening connecting three or more stories… *{Balance remains unchanged}*

Section 202; amend definition to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet ~~(22 860 mm)~~ (16 764 mm) above the lowest level of fire department vehicle access

Section 202; add definition to read as follows:

HORIZONTAL MULTI-FAMILY. Rentable one- and two-family dwellings no greater than two stories located on a single plat. They are classified as Residential Group (R-2) occupancies.

Section 202; add definition of "Repair Garage" as follows:

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Section 202; amend definition of "Special Inspector" to read as follows:

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and ~~approved by~~ the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 303.1.3; add a sentence to read as follows:

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy. Except when applying the assembly requirements of Chapter 10 and 11.

Section 304.1; add the following to the list of occupancies:

Fire stations
Police stations with detention facilities for 5 or less

Section 307.1.1; add the following sentence to Exception 4:

4. Cleaning establishments… *{Text unchanged}* …with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

Section 403.1, Exception 3; change to read as follows:

3. Open air portions of buildings ~~Buildings~~ with a Group A-5 occupancy in accordance with Section 303.6.

Section 403.3, Automatic Sprinkler System; Delete Exception

Section 403.3.2; Change to read as follows:

403.3.2 Water supply to required fire pumps. In buildings that are more than ~~420~~ 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

Section 404.10; Change to read as follows

Section 404.10 exit stairways in an Atrium. Where an atrium contains an ~~interior~~ exit access stairway all the following shall be met. (Remainer Unchanged)

Section 406.3.3.1; Carport separation; amend to read as follows:

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides, there are not enclosed areas above and that the distance between the two is at least 10 feet (3048 mm).

Section 423 Storm Shelters; amend section 423.4, 423.5, 423.5.1 to read as follows and delete section 423.4.2

423.4 Critical emergency operations. In areas where the shelter design wind speed for tornados in accordance with Figure 304.2(1) of ICC 500 is 250 mph, all new buildings for 911 call stations, emergency operation centers and fire, rescue, ambulance and police stations shall comply with Table 1604.5 as a Risk Category IV structure and shall be provided with a storm shelter constructed in accordance with ICC 500.

423.5 Group E occupancies. In areas where the shelter design wind speed for tornados is 250 mph in accordance with Figure 304.2(1) of ICC 500, all new buildings for Group E occupancies with an occupant load of 50 or more shall have a storm shelter constructed in accordance with ICC 500.

Exceptions:

1. Group E day care facilities
2. Group E occupancies accessory to places of religious worship

Attachment: Draft Ordinance (2021 International Model Construction Codes)

3. Buildings meeting the requirements for shelter design in ICC 500

423.5.1 Required occupant capacity. The required occupant capacity of the storm shelter shall include all of the buildings on the site and shall be the total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.

2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the site.

3. Where approved by the building official, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by occupant load calculations, shall be permitted to be used in determination of the required design occupant capacity for the storm shelter.

Section 503.1; Add sentence to read as follows:

Section 503.1 General (existing Text to remain) Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height and stories, for the lesser type of construction or be separated by fire walls, except as allowed in section 510.

Table 506.2; delete footnote I. from table 506.2

~~I. The maximum allowable area for a single-story non-sprinklered Group U greenhouse is permitted to be 9000 square feet or the allowable area shall be permitted to comply with Table C102.1 of Appendix C~~

Section 506.3.1 Minimum percentage of perimeter; add sentence to read as follows:

{text unchanged}… In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided

Section 509 Incidental Uses; Add to [F] Table 509 the following:

ROOM OF AREA	SEPERATION AND/OR PROTECTION
FIRE RISER ROOM	1 HOUR

Section 708.4.2 Fireblocks and draftstops in combustible construction; Amend exception 1. to read as follows:

708.4.2 Fireblocks and draftstops in combustible construction. *[Body of text unchanged]*

Exceptions:

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draft stopping as draft stopping will still be required. *[Remainder unchanged]*

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 718.3 Draft stopping in floors; amend exception to* read *as follows:

Exceptions: Draft stopping is required for buildings with anything other than a NFPA 13 sprinkler system from the ground floor to the attic. A NFPA 13R will not omit the requirement.

Exception –A NFPA 13 sprinkler system will omit draft-stopping

Section 718.4 Draft stopping in attics; amend exception to read as follows:

Exceptions: Draft stopping is required for buildings with anything other than a NFPA 13 sprinkler system from the ground floor to the attic. A NFPA 13R will not omit the requirement.

Exception –A NFPA 13 sprinkler system will omit draft-stopping

Section 901.6.1; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be back flushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must

Attachment: Draft Ordinance (2021 International Model Construction Codes)

remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

Section 903.1.1; amend to read as follows:

[F] 903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.

Section 903.2 Where required; add paragraph to read as follows and delete the exception:

[F] 903.2 Where required. [Text unchanged] Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Section 903.2.4.2; change to read as follows:

903.2.4.2 Group F-1 distilled spirts, An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirts involving more than 120 gallons of distilled spirts (>16% alcohol) in the fire areaat any one time.

Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:

[F] 903.2.9.5 Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.10 #3; change to read as follows:

Section 903.2.10; Group S-2 parking garages, 3. Where the fire area of the open parking garage in accordance with Section 406.5 exceeds 48,000 square feet or 10 foot fire access on one open side adjacent to the parking garage.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the *International Building Code*, 35 feet (~~16 764~~ 10 668mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:
Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 of the IFC to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area over 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6000 sq. ft. or greater, for the purpose of this provision, firewalls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code* where the all following conditions apply:

A. The structure is free standing,

Attachment: Draft Ordinance (2021 International Model Construction Codes)

B. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking,
C. The structure does not exceed 3 stories,
D. An approved fire apparatus access road is provided around the entire structure.

Section 903.3.1.1.1; amend to read as follows:

[F] 903.3.1.1.1 Exempt locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such. *{Text unchanged}…* because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 903.3.1.2; Change to read as follows:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

Section 903.3.1.2.2; change to read as follows:

903.3.1.2.2 Corridors and balconies . Sprinkler protection shall be provided in all corridors and for all balconies. *{Delete the rest of this section.}*

Section 903.3.1.2.3; delete section and replace as follows:

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an un-sprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
    4.1. Provide automatic sprinkler system protection.
    4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
    4.3. Construct the attic using noncombustible materials.
    4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

4.5. Fill the attic with noncombustible insulation.

Section 903.3.1.3; change to read as follows:

[F] 903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems *installed in one- and two-family* dwellings, *Group R-3 and R-4 condition 1 and* townhouses *shall be permitted to be installed throughout in accordance with NFPA 13D* or in accordance with state law

Section 903.3.1.4; add section to read as follows:

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Section 903.3.5 Water Supplies; add a second paragraph to read as follows:

[F] Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10 psi safety factor. Reference Section IFC 507.4 for additional design requirements.

Section 903.4 Sprinkler system supervision and alarms; add a second paragraph after the exceptions to read as follows:

[F] Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering

Section 903.4.2 Alarms; add second paragraph to read as follows:

[F] The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.2 Installation standard; change to read as follows:

[F] 905.2 Installation standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

Section 905.3; add Section 905.3.9 and exception to read as follows:

[F] 905.3.9 Buildings exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally,

Attachment: Draft Ordinance (2021 International Model Construction Codes)

from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 905.4; change item 1, 3, 5, and add item 7: to read as follows:

1. In every required stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

   Exception: {No change.}

2. {No change.}

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a ……{No change to rest.}

4. {No change.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.

6. {No change.}

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

Section 905.8; change to read as follows:

905.8 Dry standpipes. Dry standpipes shall not be installed.
Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm

Section 905.9 Valve supervision; add a second paragraph after the exceptions to read as follows:

[F] Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 906.1(1); Where required delete Exception #3 as follows:

Exceptions: 3. ~~In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants,~~
~~fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~
~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved~~
~~by the extinguisher manufacturer or the fire code official for vehicular use.~~
~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~

Attachment: Draft Ordinance (2021 International Model Construction Codes)

~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~
~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

Section 907.1; add Section 907.1.4 to read as follows:

[F] 907.1.4 Design standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1; change to read as follows:

[F] 907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with new Section 907.5 shall be installed in Group "A" occupancies having an occupant load of 300 or more persons or where more than 100 persons above or below the lowest level of exit discharge. Group "A" occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {unchanged.}
Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3; add exception 1.1 and change to read as follows:

[F] 907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

[F] Exceptions:

1. {no change}

1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {no change to remainder of exceptions}

Section 907.2.10; change to read as follows:

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.
Exception: {No change.}

Section 907.2.13, exception 3; amend to read as follows:

Section 907.2.13 High-rise buildings 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 907.4.2 Manual fire alarm boxes; add section 907.4.2.7 to read as follows:

[F] 907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.6.1; add Section 907.6.1.1 to read as follows:

[F] 907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

Section 907.6.3 Initialing device identification; delete all four exceptions:

Section 907.6.6; add sentence at end of paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station.

Section 910.2; change exception 2 and 3 to read as follows:

Section 910.2 Where required:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2. Where required; add section 910.2.3 with exceptions to read as follows:

[F] 910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

Section 910.3 Smoke and heat vents; Add Section 910.3.4 to read as follows:

[F] 910.3.4 Vent operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

[F] 910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only system per 910.2

[F] 910.3.4.2 Nonsprinklered buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

Section 910.4.3.1; change to read as follows:

[F] 910.4.3.1 Makeup air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

Section 912.2 Location; add section 912.2.3 to read as follows:

[F] 912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 913.2.1 Protection of fire pump rooms; add Section 913.2.1.1 and exception to read as follows:

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by IFC Section 506.1.

Section 1006.2.1 change exception 3 to read as follows;

Section 1006.2.1 Egress based on occupant load and common path of egress travel distance.

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

Section 1008.3 General; Amend to read as follows:

Section 1008.3 General in the event of power failure in buildings, an emergency electrical system shall automatically illuminate all the following areas: (Remainder unchanged)

Section 1008.3.3 Rooms and spaces; amend #5 as follows:

5. Public restrooms

Section 1009.8; add Exception 7 to read as follows:

Exceptions:
7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 1010.2.5 Bolt locks; amend exceptions 3 and 4 to read as follows:

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. {*Remainder unchanged*}
4. Where a pair of doors serves a Group A, B, F, M or S occupancy {*Remainder unchanged*}

Section 1020.2 Construction; add exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

Section 1030.1.1.1 Spaces under grandstands and bleachers; Delete entire section

Section 1101.1 Scope; Add exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be incompliance with the requirements of this chapter.

Section 1809.5.1 Frost protection at required exits; Delete entire section

Section 2702.2 Where required; Add Section 2702.5 to read as follows

Section 2702.5 Designated Critical Operations Areas (DCOA): In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

Section 2901.1 Scope; add a sentence to read as follows:

[P] 2901.1 Scope. {*existing text to remain*} The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official or Assistant Building Official shall determine which provision applies.

Section 2902.1 Minimum number of fixtures; add a second paragraph to read as follows:

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

Table 2902.1; add footnote g to read as follows:

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

Section 2902.1 Minimum number of fixtures; add new Section 2902.1.4 to read as follows:

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.
2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the **City of Celina** Health Department.

Section 3002.1 Hoistway enclosure protection; add exceptions to read as follows:

Exceptions:
1. Elevators wholely located within atriums complying with Section 404 shall not require hoistway enclosure protection.

2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; Delete exceptions and add two new exceptions to as follows:

Exceptions:
1. Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.

2. Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

Section 3005.5: Add a new subsection to Section 3005.5.1 as follows:

3005.5.1 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.5.1.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.5.1.1.1.

3005.5.1.1.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoistways.

3005.5.1.1.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.5.1.2 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.5.1.3 Omission of Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

Section 3005 Machine rooms; add Section 3005.7 to read as follows:

3005.7 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed.

Section 3006.2 Hoistways opening protection required; amend 5. to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

5. The building is a high rise and the elevator hoistway is more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

Section 3007.3 and Section 3008.3: Revise text by deleting "enclosed" as follows:

3007.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

3008.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

DIVISION 3. FIRE CODE

Section 3.02.101 International Fire Code amendments:

The following noted portions of the International Fire Gas Code are hereby amended to read as follows.

Sec. 101.1 Scope and general requirements; is amended to read as follows:

Section 101.1 Title. These regulations shall be known as the Fire Code of the City of Celina, hereinafter referred to as "this code."

Section 102.1 Construction and design provisions; amend #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Sec. 103.1 General; is amended to read as follows:

Sec. 103.1 Creation of agency. Celina Fire Department's Fire Marshal's Office Division is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 104 Duties and Powers of the Fire Code Official; add new section 104.13 to read as follows:

Sec. 104.13 Fire Marshal's Office personnel and police. The Chief and members of the Fire Marshal's Office division shall have the power to issue citations for violations of this code. When requested to do so by the Fire Chief, the Chief of Police is authorized to assign such available police officers as necessary to assist the fire department in enforcing the provisions of this code.

Section 105.3.3 Occupancy prohibited before approval; amend to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

Section 105.6 Required construction permits; Add Section 105.6.25 to read as follows:

105.6.25 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required for to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Section 107 Fees; Section 107.2 Amend to read as follows and delete Section 107.3:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

107.2 Schedule of permit fees; See the most recently adopted Master Fee Chart for all Fire Department fees.

Section 107.3 deleted in its entirety

Section 202 Definitions; amend and add definitions to read as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not limited to the following:

-Dialysis centers
-Sedation dentistry
-Surgery centers
-Colonic centers
-Psychiatric centers

ATRIUM. An opening connecting three or more stories, other than enclosed *stairways*, elevators, hoist ways, escalators, plumbing, electrical, air-conditioning or other equipment, which is closed at the top and not defined as a mall. Stories, as used in this definition, do not include balconies within assembly groups or *mezzanines* that comply with Section 505 of the International Building Code.

DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purpose of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purpose by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein …{remainder of text unchanged}.

HIGH-PILED COMBUSTIBLE STORAGE. {add second paragraph} Any building exceeding 6,000 sq. ft. that has a clear height in excess of 12 feet, shall be considered to be high-piled storage and shall comply with the provisions of this section. When a specific product cannot be identified, a fire protection system shall be installed as for Class IV commodities, to the maximum pile height.

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access.

HORIZONTAL MULTI-FAMILY. Rentable one- and two-family dwellings no greater than two stories located on a single plat. They are classified as Residential Group (R-2) occupancies.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such a lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

Section 307.1.1 Prohibited open burning; amend to read as follows:

Section 307.1.1 Prohibited Open Burning. Open burning shall be prohibited within the City of Celina.

Exceptions:

1. Permits may be issued for ceremonial campfires not to exceed 3 feet in diameter and 2 feet in height, and located a minimum of 25 feet from any structure or property line.
2. Permits may be issued for warming fires when the following are met:
   a. The fire is placed in a barrel not to exceed 55 gallons in size.
   b. The barrel must have a screen secured to the top of the barrel.
   c. The barrel must be located a minimum of 25 feet from any structure or property line.

Section 307.2 Permit required; amend to read as follows:

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for recognized silviculture or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions
2. State, County, or local temporary or permanent bans on open burning.
3. Local written policies as established by the fire code official.

Section 307.3 Extinguishment authority; amend to read as follow;

307.3 Extinguishment Aauthority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

Section 307.4 Location; amend to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

307.4 Location. The location for open burning shall not be less than 300 feet (91,440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91,440 mm) of any structure.

Exceptions: {no change}

Section 307.4.1 Bonfires; amend to read as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback of a structure shall be eliminated prior to ignition.

Section 307.4.3 Portable outdoor fireplaces Exceptions; add exception #2 to read as follows:

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

Section 307.4 Location; add sections 307.4.4 and 307.4.5

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

Section 307.5 Attendance; amend to read as follows:

307.5 Attendance. Open burning, trench burns, bonfires or recreational fires shall be constantly attended until the . . . {remainder of section unchanged}.

Section 308.1.4 Open-flame cooking devices; amend to read as follows:

308.1.4 Open-flame Cooking Devices. Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Where buildings, balconies and decks are protected by an approved *automatic sprinkler system*, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

Section 308.1.6.2 Portable fueled open-flame devices, Exception #3; amended to read as follows:

Exceptions:

3. Torches or flame producing devices in accordance with Section 308.1.3.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 308.1.6.3 Sky lanterns; amend to read as follows:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an unmanned free-floating devices containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 311.5 placards; amend to read as follows:

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandon buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards as required by Section 311.5.1 through 311.5.5.

Sec. 401.3 Emergency responder notification; add Section 401.3.4 to read as follows:

Sec. 401.3.4 False Alarms and Nuisance Alarms. False alarms, nuisance alarms, and unwanted alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

Section 403.4 Group E Occupancies; amend to read as follows:

403.4 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

Section 404.2.2 Fire safety plans; add Number 4.10 to read as follows:

4.10 Fire extinguishing system controls.

Section 405.4 Time; amend Section 405.4 to read as follows:

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Section 501.4 Timing of installation; amend to read as follows*:*

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Section 503.1.1 Building and facilities; add sentence to read as follows:

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure.

Section 503.1 Where required; add section 503.1.4 to read as follows:

Section 503.1.4 Building Courtyards. Buildings having an interior courtyard that do not meet the requirements of Section 503.1.1 for fire department access shall provide two points of access from the fire lane to the interior courtyard. Each of the two points of access shall be a minimum of 10 feet wide in each corridor having a minimum of a 2-hour fire rating in accordance with the IBC.

Section 503.2.1 Dimensions; amend to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2 Authority; amend to read as follows:

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access width and vertical clearances, and radius where they are inadequate for fire or rescue operations.

Section 503.2.3 Surface; amend to read as follows:

503.2.3 Surface. Fire lanes shall be constructed per the most recently adopted City of Celina Engineering Standards for Fire Lane Specifications.

Section 503.3 Marking; amend to read as follows:

503.3 Marking. Approved striping or when allowed by the Code Official, signs, or both shall be provided for fire apparatus roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. **Striping**. Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb. The Fire Code official has the authority to allow alternatives on a case-by-case basis.

2. Sign. Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Section 503.4 Obstruction of fire apparatus access roads; amend to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Sec. 503.6 Security Gates; add section 503.6.1 is amended to read as follows:

Sec. 503.6.1 Pedestrian Security gates. Pedestrian gates when provided are to have a manual key override to permit immediate access by fire personnel and equipment in the event of a fire or emergency.

When deemed necessary by the Celina Fire Department and the Celina Police Department, for the safety of the citizens of Celina, additional requirements shall be met regarding pedestrian gates as follows:

1. Multi-family residential structures which have restricted pedestrian access through locked gates that share a common corridor for access to the living units shall provide an approved switch which unlocks all pedestrian gates at once when activated.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

2. The approved switch shall be located at the main entrance of the business office of the multi-family community. The switch shall be mounted on the exterior wall at a height of five (5) feet from the ground. The switch shall also be within five (5) feet of the main entrance door to the business office.

3. Newly constructed properties meeting the requirements of this section shall have an approved switch in place and operational before a certificate of occupancy is approved for the multi-family complex.

4. In the event of a power outage, the pedestrian gate locks shall fail-safe into the unlocked position allowing unrestricted access to the living units.

5. The gate locks shall be tied into the fire alarm system on the property and the locks shall automatically unlock when the fire alarm activates. Once the fire alarm panel is reset the locks on the gates shall reactivate

Section 505.1 Address identification; amend to read as follows:

505.1 Address identification Approved numerals of a minimum 6" - 24" in height and of a color contrasting with the background designating the address shall be placed on all new and existing buildings or structures in such a position as to be plainly visible and legible from the street or road fronting the property and from all rear alleyways where said alleyways exist. Where buildings do not immediately front a street, approved 6 inch height building numerals or address and 3-inch height suite/apartment numerals of a color contrasting with the background of the building shall be placed on all new and existing buildings or structures. Numerals or addresses shall be posted on a minimum 20 inch by 30 inch background or border. Address numbers shall be Arabic numerals or alphabet letters. The minimum stroke width shall be 0.5 inches. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response.

Exception 1. R-3 Single Family occupancies shall have approved numerals of a minimum 4-inches in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Sec. 505 Premises Identification; Add Section 505.3 to read as follows:

Sec. 505.3 Address Marking in Parking Garages. An approved sign displaying the building name and address with a minimum 1 inch high letters and numerals on a contrasting background in new and existing parking garages. The signs shall be located in each elevator lobby and at the entrance to each stairwell.

Sec. 506.1 Where Required; add Section 506.1.3 to read as follows:

Sec. 506.1.3 Knox Box approved locations. A key box shall be provided at the entrances to each sprinkler riser room and pump room. An additional key box shall be provided at the main entrance of large facilities typically where the remote annunciator or fire alarm control panel is located.

Section 507.4 Water supply test; amend to read as follows:

507.4 Water supply test date and information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan

Attachment: Draft Ordinance (2021 International Model Construction Codes)

submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

Sec. 507.5.1 Where required; is amended to read as follows:

Sec. 507.5.1 Where Required. As properties develop, fire hydrants shall be located at all intersecting streets and at the maximum spacing indicated in Table 903.4.2. (below) Distances between hydrants shall be measured along the route that fire hose is laid by a fire vehicle from hydrant to hydrant.

Maximum Distance Between Hydrants

OCCUPANCY	DISTANCE
Residential (1 & 2 Family)	500 feet
Residential (Multi Family)	300 feet
All Other	300 feet

Table 903.4.2

1. *PROTECTED PROPERTIES.* Fire hydrants required to provide a supplemental water supply for automatic fire protection system shall be within 100 feet of the fire department connection for such system and shall have an isolation valve located between the connections to a looped main.

2. *FIRE HYDRANT LOCATIONS.* Fire hydrants shall be located 3 feet to 5 feet back of curb or fire lane and shall not be located in the bulb of a cul-de-sac. See Engineering Standards for additional requirements.

3. *MINIMUM NUMBER OF FIRE HYDRANTS.* There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above.

Section 507.5.4 Obstruction; amend to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 509.1 Identification; add new section 509.1.2 to read as follows:

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

Section 605.4 Fuel oil storage systems; is amended as follows:

605.4 Fuel oil storage systems. Fuel oil storage systems ~~for building heating systems~~ shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 ~~or~~ and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in un-sprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

Section 807.5.2.2 Artwork in corridors and 807.5.2.3 Artwork in classrooms; amend to read as follows:

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.
Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 901.4.7 Pump and riser room size; Add section 901.4.7.5 to read as follows:

901.4.7.5 Pump and riser room size. Automatic sprinkler system risers providing protection for buildings with a single tenant, multiple tenant spaces and/or occupancies shall be provided with a ground floor room directly accessible from the exterior of the building. The door shall be labeled as the RISER ROOM. The minimum size of the room shall be no less than 36 sq. ft. with the minimum dimension being 6ft. with walls being (1) hour fire rated barrier wall. Only life safety equipment is allowed within the riser room, along with the domestic waterline and backflow preventer. When approved by the fire marshal's office, a smaller room may be permitted. The fire pump rooms are to be designed so that the fire pump panel is visible from the main entry point of the room.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 901.6.1 Standards; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

Section 901.6 Inspection, testing and maintenance; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

Section 901.7 Systems out of service; amend to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... *{remaining text unchanged}*

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 903.1.1Alternative protection; amend to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and~~, or as *approved* by the *fire code official*.

Section 903.2 Where required; add paragraph to read as follow and delete exceptions:

Automatic sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry door to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Section 903.2.4.2 Group F-1 distilled spirts; amend to read as follows:

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits, involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

Section 903.2.8.1. Group R-3; add Section 903.2.8.1.1 to read as follows:

Section 903.2.8.1.1 Group R-3; Horizontal Multi-family is categorized as R2, but is defined as being an R3, therefore, an NFPA 13D system is appropriate with the following additional requirements:

1. Horn strobe in a visible location near the front of the dwelling
2. Flow switch to be provided
3. Locking cabinet door where the riser is located with a master key provided in a Knox Box somewhere on the property
4. Underground fire line water supply loop/line with tap
5. Underground plan review and inspection
6. Signage for power disconnect
7. Fire shut-off valve covers to be painted red

Section 903.2.9.3; change to read as follows:

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

Section 903.2.9.4 Group S-1 upholstered furniture and mattresses; Delete Exception to 903.2.9.4

Section 903.2.9 Group S-1; add Section 903.2.9.5 to read as follows:

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11 Specific buildings areas and hazards; amend 903.2.11.3 and add sections 903.2.11.7, 903.2.11.8, and 903.2.11.9 to read as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the *International Building Code* that is located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access measured to the finished floor. {**Exception is deleted}**

Attachment: Draft Ordinance (2021 International Model Construction Codes)

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6,000 sq. ft. An automatic fire sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater, in all existing buildings that are enlarged to be 6,000 sq. ft. or greater, and in all existing buildings that the cumulative remodel over any period of time that is equal to or greater than 6,000 sq. ft.. For the purpose of this provision, **fire walls** shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

a. The structure is freestanding.
b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
c. The structure does not exceed 3 stories.
d. An approved fire apparatus access road is provided around the entire structure.

Section 903.3.1.1.1 Exempt locations; amend to read as follows:

903.3.1.1.1 Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Sec. 903.3.1.1.2 Bathrooms; delete this section it its entirety

Section 903.3.1.2.3 Attics; amend the section to read as follows:

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
    4.1. Provide automatic sprinkler system protection.
    4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

4.3. Construct the attic using noncombustible materials.
4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
4.5. Fill the attic with noncombustible insulation.

Section 903.3.1.3 NFPA 13D sprinkler systems; amend to read as follows:

903.3.1.3 NFPA 13 D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

Section 903.3.1 Standards; add section 903.3.1.4 and section 903.3.1.5 to read as follows

Sec. 903.3.1.4 Freeze Protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Sec. 903.3.1.5 Installation. Automatic sprinkler and standpipe systems shall be installed with the following:

1. A single underground supply from a looped water main and point for the Fire Department Connection (FDC) shall be provided for all buildings.

2. Fire department connections shall be provided with one 5-inch Storz connection. For system demands greater than 150 psi an additional 2 ½ inch Siamese connection and sign identifying pressure demand shall be required. Each shall have an independent check valve.

Section 903.3.5 Water supplies; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor.

Section 903.4 Sprinkler system supervision and alarms; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All

Attachment: Draft Ordinance (2021 International Model Construction Codes)

control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 903.4.2 Alarms; add a second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Sec. 903.4.3 Floor control valves: is amended to read as follows:

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Sec. 905.3 Required Installations; add new Section 905.3.9 to read as follows:

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:
1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 905.4 location of Class I standpipe hose connection; amend item 1, 3 and 5, add item 7 to read as follows:

1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {No change to rest.}

4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

Section 905.8 Dry sandpipes; Amend exception to read as follows:

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 905.9 Valve supervision; add a second paragraph after the exception to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Sec. 907.1.1 Construction documents; is amended by adding the following sentence at end of paragraph:

Sec. 907.1.1 Construction documents. {unchanged}Plans for fire alarm systems shall be in accordance with Celina Fire Department Fire Alarm Submittal Guidelines

Section 907.1 General; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1 Group A; amend to read as follows*:*

Sec. 907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with new Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3 Group E; amend to read as follows:

Sec. 907.2.3 Group E A manual alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall by installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group E occupancies.

Exception

1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

Sec. 907.2.6 Group I; add new Section 907.2.6.4 to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Sec. 907.2.6.4 Group I-4 Occupancies. An approved manual station and smoke detection system with occupant load notification shall be installed in Group I-4 occupancies. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group I-4 occupancies.

Sec. 907.2.10 Group S;, is amended to read as follows, Exception to remain:

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public– and self–storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Section 907.2.13 High-rise buildings; Exception #3 is amend to read as follows:

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

Section 907.4.2 Manual fire alarm boxes; add Section 907.4.2.7 to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.6.1 Wiring; add Section 907.6.1.1 to read as follows:

Sec. 907.6.1.1 Wiring installation. All fire alarm wire jacket shall be RED in color. A contrasting color stripe may be incorporated for circuit identification provided the base color of the fire alarm wire jacket is RED. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an signaling line circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet of separation horizontal and one foot vertical between supply and return circuit conductors. Notification appliance circuits (NAC) may be installed as Class B circuits.

Section 907.6.3 Initiating device identification; delete all four Exceptions

Sec. 907.6.3 Imitating device identification; add new Sections 907.6.3.2 and 907.6.3.3 to read as follows:

Sec. 907.6.3.2 Communication Requirements. All alarm systems, new or replacement, shall transmit alarm, supervisory, and trouble signals descriptively to the approved central station, remote supervisory station or proprietary supervising station as defined in NFPA 72, with the device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

Sec. 907.6.3.3 Flow detectors and electronic monitoring. Sprinkler and standpipe system water flow detectors shall be provided for each floor zone to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a trouble signal at the central station upon tampering.

Section 907.6.6 Monitoring; add sentence at end of paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 910.2 Where required; amend Exception 2 and 3 to read as follows:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50(m*S)$^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2 Where required; add subsection 910.2.3 with exceptions to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials..

Section 910.4.3.1 Make up air; amend to read as follows:

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust

Section 912.2 location; add Section 912.2.3 to read as follows:

Section 912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Sec. 912.4.1 Locking fire department connection caps; is amended to read as follows:

Sec. 912.4.1 Locking Fire Department Connection Caps. All new fire department connections and existing where caps are missing shall be protected by Knox locking caps.

Section 913.2.1 Protection of fire pump rooms; is amended to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

Section 914.3.1.2 Water supply to required fire pumps; amend to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 120 feet (128 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different

Attachment: Draft Ordinance (2021 International Model Construction Codes)

streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate. **Exception:** {No change to exception.}

Section 1006.2.1 Egress based on occupant load and common path of egress travel distance; exception 3 is amended to read as follows:

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with common path of egress travel distance measurements.

Section 1009.8 Two-way communication; add Exception 7 to read as follows:

Exceptions:

{previous exceptions unchanged}

7. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

Section 1010.2.5 Bolt Locks; amend Exceptions 3 and 4 to read as follows:

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. {*Remainder unchanged*}
4. Where a pair of doors serves a Group A, B, F, M or S occupancy {*Remainder unchanged*}

Section 1020.2 Construction; add Exception 6 to read as follows:

6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

Section 1030.1.1.1 Spaces under grandstands and bleachers; **add the following Exception #4.**

4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials

Section 1032.2 Reliability; is amended to read as follows:

Section 1032.2 Reliability. Required exit accesses, exits, *and exit* discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An *exit or exit passageway* shall not be used for any purpose that interferes with a means of egress.

Section 1103.3 existing elevators; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 604.4

Section 1103.5.1 Group A: add sentence to read as follows:

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

Section 1103.5 Sprinkler systems; add Section 1103.5.6 and 1103.7.7 to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Sec. 1103.5.6 Spray booths and rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Sec. 1103.7.7 Fire Alarm System Design Standards. All alarm systems new or replacement shall be addressable. Alarm systems serving more than 20 smoke detectors shall be analog addressable.

Exception: Existing systems need not comply unless the total building remodel or expansion initiated after January 1, 1998, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 1203 Emergency and standby power systems; amend and add to read as follows:

1203.1.1 {No change.}
1203.1.2 {No change.}
1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.
1203.1.4 {No change.}
1203.1.5 Load Duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

1203.1.6 through 1203.1.9 {No changes to these sections.}
1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.
1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.~~18~~26 or elsewhere identified in this code or any other referenced code.
1203.2.1 through 1203.2.3 {No change.}
1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.20 and 914.2
Group A Occupancies, Sections 907.2.1 and 907.5.2.2
Special Amusement Areas, Section 907.2.12 and 914.7
High-rise Buildings, Section 907.2.13 and 914.3
Atriums, Section 907.2.14 and 914.4
Deep Underground Buildings, Section 907.2.19 and 914.5

1203.2.5 through 1203.2.14 {No change.}
1203.2.15 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)
1203.2.16 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.
1203.2.17 {No change.}
1203.2.18 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Atriums, *International Building Code*, Section 404.7
Underground Buildings, *International Building Code*, Section 405.8
Group I-3, *International Building Code*, Section 408.4.2
Stages, *International Building Code*, Section 410
Special Amusement Areas (as applicable to Group A's), *International Building Code*, Section 411
Smoke Protected Seating, Section 1030.6.2

1203.2.19 {No change.}

1203.2.20 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

1203.2.21 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.7.2.

1203.2.23 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

1203.2.25 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.11, Item 7.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change.}

Section 2304.1 Supervision of dispensing; amend to read as follows.

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be in accordance with the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 2401.2 Nonapplicability; delete this section entirely

Section 3103.3.1 Special amusement buildings; delete this section entirely

Table 3206.2 General Fire Protection and Life Safety Requirements, footnote h; amend to read as follows:

h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Table 3206.2, footnote j; amend and add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

Section 3311.1 Required access; amend to read as follows:

Sec. 3311.1 Required access. When fire apparatus access roads are required to be installed for any structure or development, they shall be approved and installed prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Section 5601.1.3 Fireworks; amend to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Only when approved fireworks displays, storage and handling are allowed in Section 5604 and 5608,

2. The use of fireworks for approved display as permitted in Section 5608. The presence or use of fireworks within the jurisdiction of the City of Celina in violation of this ordinance is hereby declared to be a common and public nuisance. The restrictions of this Section shall be applicable and in force throughout the territory of the City of Celina, Texas, and extending for a distance outside the City limits for a total of 5,000 feet; provided that this Section shall not be in effect within any portion of such 5,000 feet area which is contained within the territory of any other municipal corporation.

Section 5703.6 Piping systems; add a sentence to read as follows:

5703.6 Piping system. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11.An approved method of secondary containment shall be provided for underground tank and piping systems.

Section 5704.2.11.4 Leak prevention; add a sentence to read as follows:

Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

Section 5704.2.11.4.2 Leak detection; amend to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

Section 5704.2.11.4 Leak prevention; amend to read as follows:

5704.2.11.4.3 Observation Wells. . Approved sampling tubes of a minimum 6 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling sump at the corners of the excavation with a minimum of 4 sumps. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers. A minimum of two are required.

.Section 5707.4 Mobile fueling areas; add paragraph to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

Section 6103.2.1 Portable containers; add Section 6103.2.1.8 to read as follows:

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

Section 6104.2 Maximum capacity within established limits, Exception; add exception 2 to read as follows:

Exceptions:
1. {existing text unchanged}
2. Except as permitted in 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

Section 6104.3 Container location; add Section 6104.3.3 to read as follows:

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

> **Exception:** Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

Section 6107.4 and 6109.13; amend to read as follows:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

Appendix B Fire-Flow requirements for buildings Table B105.2; Amend footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

{Appendix D Fire Apparatus Access Roads amendments}

Section D102.1; amend to read as follows:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~ 85,000 pounds (~~34 050~~ 38 556 kg).

Section D103.4; change to read as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4

Attachment: Draft Ordinance (2021 International Model Construction Codes)

REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	~~20~~ 24	None required
151–500	~~20~~ 24	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

Section D103.5; change Item 1 to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than ~~20~~ 24 feet (~~6096~~ 7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

Section D103.6; change to read as follows:

D103.6 ~~Signs.~~ Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb. The Fire Code official has the authority to allow an alternative on a case-by-case basis.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

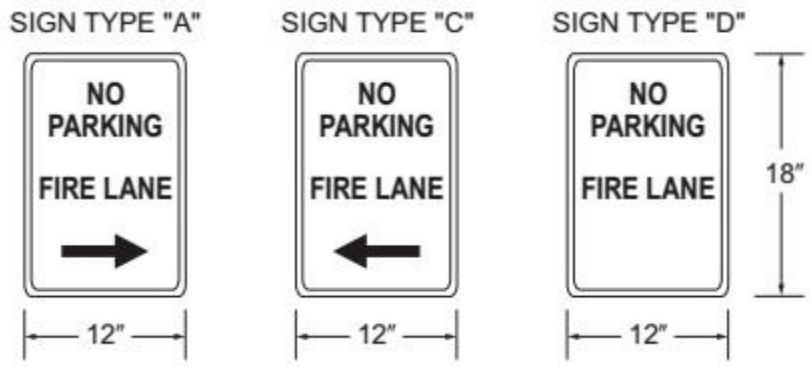


FIGURE D103.6
FIRE LANE SIGNS

Section D103.6.1 and D103.6.2; delete sections as follows:

~~**D103.6.1Roads 20 to 26 feet in width.** *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).~~
~~**D103.6.2 Roads more than 26 feet in width.** *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).~~

Section D104.3; change to read as follows:
D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

Section D105.3; change to read as follows:

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved* by the *fire code official*.

Section D106.3; change to read as follows:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

Section D107.2; change to read as follows:

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

{Appendix L Requirements For Fire Fighter Air Replenishment Systems amendments}

Section L101.1; add section L101.2 Required location to read as follows:

Sec. L101.2 Required Location. In new buildings, fill stations shall be required when any of the following conditions occur:

1. Any new building 5 or more stories in height.
2. Any new building with 2 or more floors below grade.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

3. Any new building 500,000 square feet or more in size.

Each stairwell shall have a supply riser. SCBA fill stations shall be located on odd numbered floors in the primary stairwell and on even numbered stairs in the secondary stairwells. The primary stairwell will be the stair located closest to the main entrance.

Plans and specifications shall be submitted to the fire department for review and approval prior to installation. Plans and specifications shall be from a Firefighter Air Replenishment company and sealed by a Texas licensed PE.

Each system shall have an on-site cascade system capable of refilling 50 air bottles. A minimum of one external air fill station will be required. Depending on the size of the facility and complexity, more than one external air fill station may be required.

Air monitoring shall be required at a location approved by the fire department. All conditions required by the code shall be monitored by the fire alarm system.

Section L104.13.1; delete this section in its entirety.

Section L104.14; add paragraph to read as follows:

The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet.

DIVISION 4 RESIDENTIAL CODE

Sec. 3.02.151 - International Residential Code amendments:

The following noted portions of the International Residential Code are hereby amended to read as follows:

Section R101 Scope and General Requirements; Add section R101.4 to read as follows:

Section R101.4 Builder Product Options. Upon request by a prospective resident, builders shall make best efforts to accommodate and make available the following products – residential fire suppression sprinkler system, electric car charging station, and solar panels.

Section R102.4 Referenced codes and standards; amend to read as follows:

R102.4 Referenced codes and standards. The *codes*, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this *code* to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced *codes* and standards, each reference to said *code* and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

Section R103 and R103.1; amend to read as follows:

~~**DEPARTMENT OF BUILDING SAFETY**~~ **Building Inspection Department**

R103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ Building Inspection Department is hereby created and the official in charge thereof shall be known as the *building official*.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section R104.10.1; Flood Hazard areas; delete this section

Section R105.2; Work exempt from permit: Building: Delete # 1, 2. 3, 5 and 10, re-number as follows

Building:

1. ~~One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m2).~~

~~2. Fences not over 7 feet (2134 mm) high.~~

~~3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.~~

~~4.~~ 1. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

~~5. Sidewalks and driveways.~~

~~6.~~ 2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

~~7.~~ 3. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

~~8.~~ 4. Swings and other playground equipment.

~~9.~~ 5. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

~~10. Decks not exceeding 200 square feet (18.58 m2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling do not serve the exit door required by Section R311.4.~~

Section R105.3.1.1& R106.1.4; delete these sections entirely

Section R106.1 Submittal documents; Add section 106.1.5 to read as follows:

R106.1.5 Information on storm shelters. Construction documents shall include the information required for storm shelters in ICC 500.

Section R108 Fees; add Section 108.7 to read as follows:

R108.7 Re-Inspection Fee. A fee as established by City Council resolution may be charged when:

1. The inspection called for is not ready when inspector arrives; "Not Ready" is defined as being obviously incomplete. (Example; required element is missing, such as brick ties, on framing/brick-tie inspection, no water on DWV water test, HVAC work incomplete, Electrical work incomplete)
2. No building address is clearly posted; Address must be posted to the following minimums: **T-Pole / Plumbing Rough-in**: On T-Pole brace**, Framing/MEP**: Clearly posted on structure, trash container or sign, **Meter Release or other inspection after dry-in**: Permanent address displayed on structure
3. The project fails twice for the same item
4. Failure to maintain erosion control, trash control or tree protection

Any re-inspection fees assessed shall be paid before Building Final.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section R110.1 Certificate of Occupancy; Add section 110.1.1 to read as follows:

R110.1.1 Fiber Optic Network Conduit and Fiber Optic Cable. All residential subdivisions must make best efforts to install fiber optic capability before receiving a Certificate of Occupancy. In addition, the developer must inform the City of the provider chosen to serve the development and specify both the overall speed (minimum 1 GB) and the speed to each individual house or unit.

Section R202 Definitions; change definition of "Townhouse" and add Storm Shelter to read as follows:

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a *yard* or *public way* on at least two sides.

[BS] STORM SHELTER. A building, structure or portions thereof, constructed in accordance with ICC 500 and designated for use during a severe wind storm event, such as a hurricane or tornado.

Table R301.2 (1) Climatic and geographic design criteria; amend as follows:

Delete remainder of table Manual J Design Criteria and footnote N

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]	ICE BARRIER UNDER-LAYMENT[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	SPEED[d] (MPH)	Topographic Effects[k]	Special Wind Region[L]	Windborne Debris Zone[m]		Weathering A	Frost Line Depth[b]	Termite[c]					
5 lb/ft	115 (3 sec-gust)/ 76 fastest mile	No	No	No	A	Moderate	6”	Very Heavy	22^0 F	No	Local Code	150	64.9^0 F

Section R302.1 Exterior walls; add exception #6 to read as follows:

Exceptions: *{previous exceptions unchanged}*

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

Section R302.3 Two-family dwellings; add Exception #3 to read as follows:

Exceptions:

1. *{Existing text unchanged}*

2. *{Existing text unchanged}*
3. two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

Section R302.5.1 Opening protection; amend to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section R303.3 Bathrooms; Exception: amend to read as follows:

Exception: {existing text unchanged**}** Spaces containing only a water closet or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

Section R307 Toilet, Bath and Shower Spaces; Add section R307.3 and Section R307.4

307.3 Blocking. Required at one toilet at grade level. Blocking per Sec. R307.4 and Figure 307.4, shall be installed at rear wall and one wall adjacent to toilet at the lowest living level where a toilet is provided

R307.4 Blocking. Blocking may be ½" plywood or equivalent or 2 x solid wood blocking flush with wall

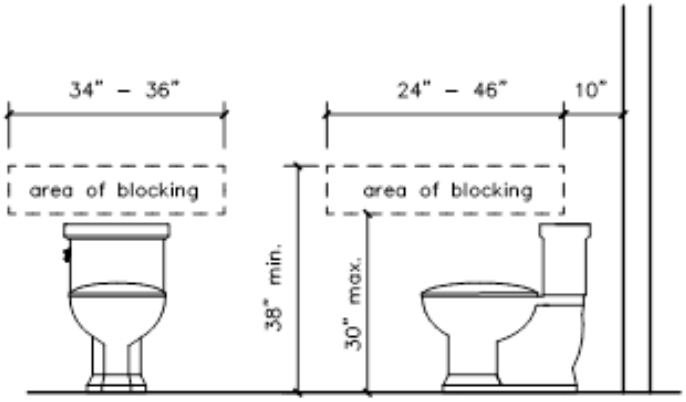


Figure 307.4

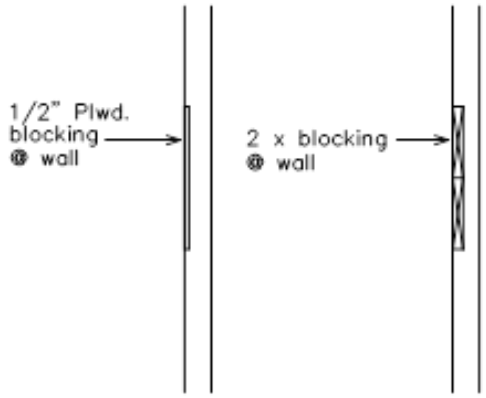


Figure 307.4

Section R313.2 One and two-family dwellings automatic fire sprinkler systems; amend to read as follows:

An automatic residential fire sprinkler system shall be installed in one-two-family dwelling that are 6000 square feet or greater and in all existing buildings that are enlarged to be 6000 sq. ft. or greater. For the purpose of this provision, Fire Walls, shall not define separate buildings.

Section R315.2.2 Alterations, repairs and additions; amend exception 2 to read as follows:

Exception:
1. {existing text remains}
2. Installation, alteration or repairs of all electrical powered mechanical systems or plumbing appliances.

Section R319 Site Address; Amend to read as follows:

Section R319. Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. *Homes with alleys or mews entrances shall have addresses directly or internally illuminated and visible from the alley or mews as determined by the Fire Marshal's Office. (Remainder is unchanged)*

Section R322 Flood Resistant Construction. Deleted Section

Section 323 Storm Shelters; amend section to read as follows:

R323.1 General. This section applies to storm shelters where constructed as separate detached buildings or where constructed within buildings for the purpose of providing refuge from storms that produce high winds, such as

Attachment: Draft Ordinance (2021 International Model Construction Codes)

tornados and hurricanes. In addition to other applicable requirements in this code, storm shelters shall be constructed in accordance with ICC-500.

R323.1.1 Sealed documentation. The construction documents for all structural components and impact-protective systems of the storm shelter shall be prepared and sealed by a registered design professional indicating that the design meets the criteria of ICC-500.

Exception: Structural components and impact-protective systems that are listed and labeled as complying with ICC-500.

Section R401.2, amended by adding a new paragraph following the existing paragraph to read as follows.

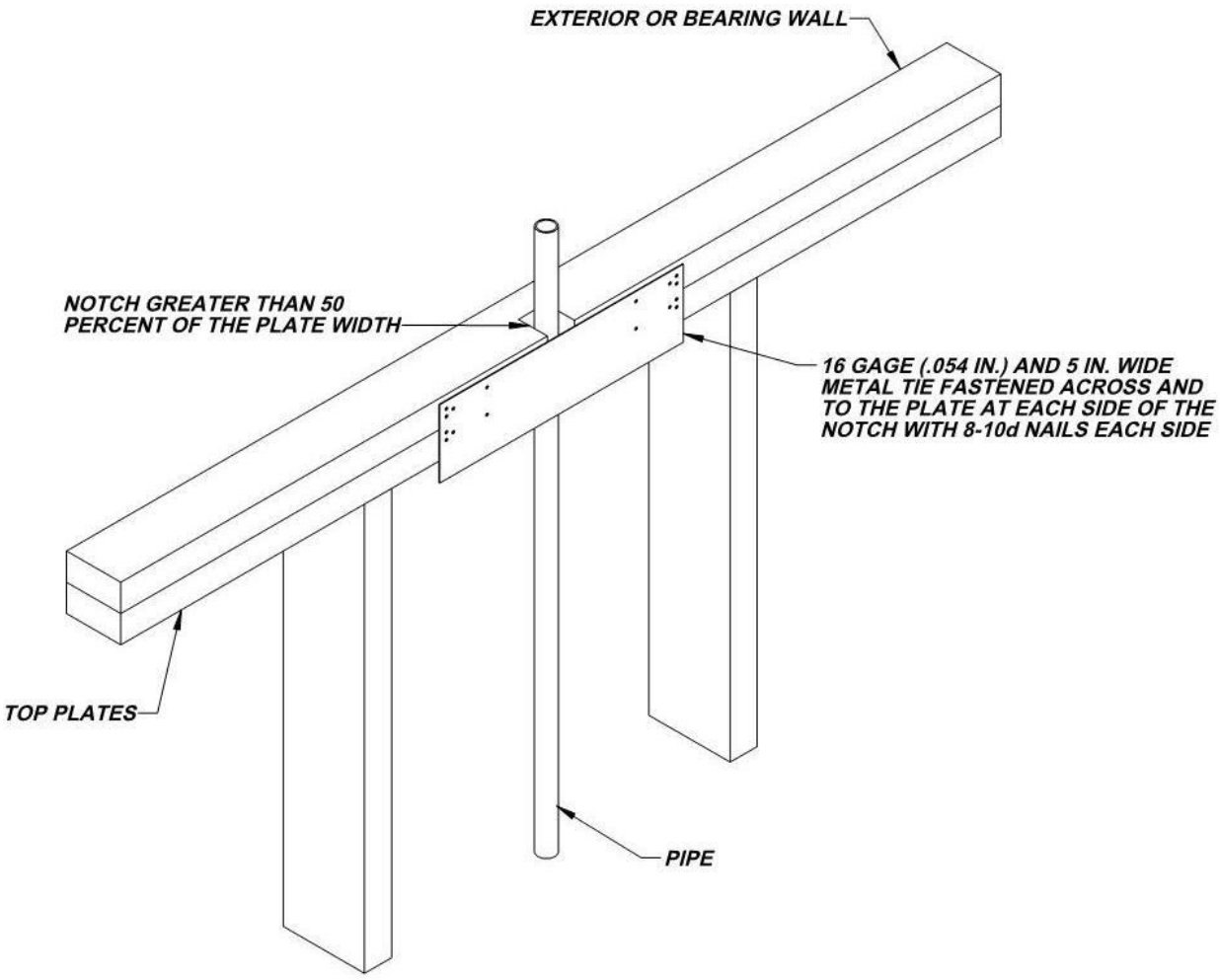
Section R401.2. Requirements. *{Existing text unchanged} …* Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

Section 602.6.1; amend the following:

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and ~~1 ½ inches (38) mm~~ 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {Remainder unchanged}

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Figure R602.6.1; delete the figure and insert the following figure:



Section R703.8.4.1; add section R703.8.4.1.2 Veneer ties for wall studs to read as follows:

R704.8.4.1.2 Veneer Ties for wall studs
In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or

2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

***Section R902.1; Amend and add exception #5 to read as follows*:**

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed ~~in areas designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line~~. *{Remainder unchanged}*

Exceptions:

1. *{Text unchanged}*

Attachment: Draft Ordinance (2021 International Model Construction Codes)

2. *{Text unchanged}*

3. *{Text unchanged}*

4. *{Text unchanged}*

5. Non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed (area defined by jurisdiction).

Section R908.3 Roof replacement; amend to read as follows:

R908.3 Roof replacement. Roof replacement shall include the removal of **all** existing layers of roof coverings down to the roof deck.

Sections R908.3.1, R908.3.1.1 and R908.4; deleted in its entirety

Chapter 11 [RE] – Energy Efficiency is deleted in its entirety; Reference the 2018 IECC for energy code provisions and recommended amendments

***Section M1305.1.2 Appliances in attics; amend to read as follows*:**

M1305.1.2 Appliances in attics. *Attics* containing *appliances* requiring access shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the *appliance* where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for *access* to the attic space, provide one of the following:

1. A permanent stair.

2. A pull down stair with a minimum 300 lb. (136 kg) capacity and pulled to the open position prior to inspection for attic access.

3. An *access* door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.

2. Where the passageway is unobstructed*…{remaining text unchanged}*

***Section M1411.3 Condensate disposal; change to read as follows*:**

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain. {Remaining text unchanged}

Section M1411.3.1* Auxiliary and secondary drain systems*, Items 3 and 4; add text to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. *{bulk of paragraph unchanged}*

1. *{text unchanged}*

2. *{text unchanged}*

Attachment: Draft Ordinance (2021 International Model Construction Codes)

3. An auxiliary drain pan… *{bulk of text unchanged}…* with Item 1 of this section. A water level detection device may be installed only with prior approval of the *building official*.

4. A water level detection device… *{bulk of text unchanged}…* overflow rim of such pan. A water level detection device may be installed only with prior approval of the *building official*.

Section M1411.3.1.1 Water-level monitoring devices; add text to read as follows:

M1411.3.1.1 Water-level monitoring devices. On down-flow units …*{bulk of text unchanged}*… installed in the drain line. A water level detection device may be installed only with prior approval of the *building official.*

Section M1503.6 Makeup Air Required; amend and add exception as follows:

M1503.6 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m3/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m3/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m3/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

Section M2005.2 Prohibited locations; amend to read as follows:

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required

Section G2408.3 (305.5) Private garages; delete entire section

Section G2415.2.1 (404.2.1) CSST; add a second paragraph and exception to read as follows:

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

Section G2415.12 (404.12) and G2415.12.1 (404.12.1) Minimum burial depth; amend to read as follows:

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of ~~12 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

Section G2417.1 (406.1) General; amend to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section G2417.4 (406.4) Test pressure measurements; amend to read as follows:

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the *pressure tests* are made, gauges used to measure… *{remainder unchanged}*

Section G2417.4.1 (406.4.1) Test pressure; amend to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing

Section G2417.4.2 Test duration; amend to read as follows:

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

Section G2420.1 (406.1) General; add Section G2420.1.4 to read as follows:

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

Section G2420.1.1 (409.1.1) Valve approval; Add sentence to paragraph to read as follows:

Section G2420.1.1 (409.1.1) Valve approval. All valves servicing cooktops, stovetops, ranges and ovens shall be approved ANSI Z 21.15 valves with full shut off handles. Keyed/handless (Clive) valves will not be allowed for the appliances mentioned only.

Section G2420.1.3 (409.1.3) Access to shutoff valve; Add sentence to paragraph to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section G2420.1.3 (409.1.3) Access to shutoff valve. Shutoff valve for cooktops, stovetops, ovens and ranges shall be readily accessible unless approved by Building Official or Chief Building Inspector on per case basis.

Section G2420.5.1 (409.5.1) Located within same room; add text to read as follows:

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve *{bulk of paragraph unchanged}…* in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 6 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

Section G2421.1 (410.1) Pressure regulators; add text and Exception to read as follows:

G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be *… {bulk of paragraph unchanged}… approved* for outdoor installation. Access to *regulators* shall comply with the requirements for access to *appliances* as specified in Section M1305.

> **Exception:** A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.

Section G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations; delete Exception 1 and Exception 4.

Section G2445.2 (621.2) Prohibited use; add Exception to read as follows:

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

> **Exception:** Existing *approved unvented room heaters* may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the Fuel Gas Code.

Section G2448.1.1 (624.1.1) Installation requirements; amend to read as follows:

G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*

Section P2603; amend to read as follows:

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

Section P2603.5.1 Sewer Depth; change to read as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (304 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section P2604; add section 2604.2.1 Plastic sewer and DWV piping installation to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

P2604.2.1 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

P2605.1 General; add text and #5 to list:

P2605.1 General. Piping and expansion tanks … remainder unchanged…

5. Thermal expansion tanks shall be supported to not allow sagging, hangers and anchors shall be of sufficient strength to support tanks and attached to building construction in an approved manner.

Section P2801.6 Required pan; amend to read as follows:

P2801.6 Required pan.
Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

1. Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.
2. Plastic not less than 0.036 inch (0.9 mm) in thickness.
3. Other *approved* materials.

Section P2801.6.1 Pan size and drain; amend to read as follows:

Section P2801.6.1 Pan Size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

Section P2801.7; amend Exception and add exception #2 to read as follows:

Exceptions:

1. Elevation of the *ignition source* is not required for appliances that are *listed* as flammable vapor ignition resistant
2. Electric Water Heater

Section P2804.6.1 Requirements for discharge piping; amend to read as follows:

Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

   Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

5. Discharge to an approved location or to the outdoors.

[remainder unchanged]

Section P2902.5.3; amend to read as follows:

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Section P3003.9 Solvent cementing; amend to read as follows:

P3003.9. Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Section P3111Combination waste and vent system; delete section entirely

Section P3112.2 Vent connection; delete and replace with the following:

P3112.2 Installation Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain board height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

DIVISION 5 MECHANICAL CODE

Sec. 3.02.201- International Mechanical Code amendments:

The following noted portions of the International Mechanical Code are hereby amended to read as follows

Section 102.8; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

Section 306.3 Appliances in attic; amend to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

306.3 Appliances in attics. Attics containing appliances requiring *access* shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the appliance. The clear *access* opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for *access* to the attic space, provide one of the following:

1. A permanent stair.

2. A pull down stair with a minimum 300 lb. (136 kg) capacity.

3. An *access* door from an upper floor level.

4. *Access* Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed… *{remainder of section unchanged}*

Section 306.5 Equipment and appliances on roofs or elevated structures; amend to read as follows:

306.5 Equipment and appliances on roofs or elevated structures. . Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof *access* need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such *access* shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than 4 unit's vertical in 12 unit's horizontal (33-percent slope). ... *{Bulk of section to read the same}*.

Section 306.5.1 Sloped roofs; amend to read as follows:

306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on roofs having slopes greater than 4 units vertical in 12 units horizontal and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Section 306 Access and service space; add Section 306.6 to read as follows:

306.6 Water heaters above ground or floor. When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 307.2.3 Auxiliary and secondary drain system; amend item 2 to read as follows:

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of

Attachment: Draft Ordinance (2021 International Model Construction Codes)

the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

Section 403.2.1 Recirculation of air; add an item 5 to read as follows:

5. Toilet rooms within private dwellings that contain only a water closet, lavatory or combination thereof may be ventilated with an *approved* mechanical recirculating fan or similar device designed to remove odors from the air.

Section 501.3 Exhaust discharge; add an exception to read as follows:

501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.

2. Commercial cooking recirculating systems.

3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.

4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

Section 606.2.1 Return air systems; Amend to read as follows:

Section 606.2.1 Return air systems. Smoke detectors shall be installed in the return air duct or plenum upstream of any filters, exhaust air connections, outdoor air connections, or decontamination equipment and appliances.

Section 606.2.2 Common supply and return air systems; Amend section and exception to read as follows:

Section 606.2.2 Common supply and return air systems. Where multiple air-handling systems share a common supply or return air ducts or plenums, the return air system shall be provided with smoke detectors in accordance with Section 606.2.1

Exception: Individual smoke detectors shall not be required for each fan-powered terminal unit and will be shut down by activation of one of the following: (remainder unchanged)

Section 607.5.1 Fire walls; amend to read as follows:

607.5.1 Fire Walls. Ducts and air transfer openings permitted in fire walls in accordance with Section 705.11 of the International Building Code shall be protected with listed fire dampers installed in accordance with their listing**.** For hazardous exhaust systems see Section 510.1-510.9 IMC.

DIVISION 6 FUEL GAS CODE

Sec. 3.02.251 - International Fuel Gas Code amendments:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

The following noted portions of the International Fuel Gas Code are hereby amended to read as follows

Section 102.2 Existing installations; add an exception to read as follows:

Exception: Existing dwelling units shall comply with Section 621.2.

Section 102.8 Referenced codes and standards; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

Section 306.3 Appliances in attic; amend to read as follows:

[M] 306.3 Appliances in attics. Attics containing appliances requiring *access* shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the *appliance*. The clear *access* opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for *access* to the attic space, provide one of the following:

1. A permanent stair.
2. A pull-down stair with a minimum 300 lb. (136 kg) capacity.

4. An *access* door from an upper floor level.

5. *Access* Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening.

2. Where the passageway is not less than *{bulk of section to read the same}*.

Section 306.5 Equipment and appliances on roofs or elevated structures; amend to read as follows:

[M] 306.5 Equipment and appliances on roofs or elevated structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, ~~an~~ a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof *access* need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such *access* shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than 4 unit's vertical in 12 unit's horizontal (33-percent slope). ... *{Bulk of section to read the same}*.

Section 306.5.1 Sloped roofs; amend to read as follows:

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on roofs having slopes greater than 4 units vertical in 12 units horizontal and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform

Attachment: Draft Ordinance (2021 International Model Construction Codes)

shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Section 306 Access and service space; add Section 306.7 with exception and subsection 306.7.1 to read as follows:

306.7 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

> **Exception:** A max 10 gallon water heater (or larger when approved by the *code official*) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 401.5 Identification; add a second paragraph to read as follows:

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

> "WARNING
> 1/2 to 5 psi gas pressure
> Do Not Remove"

Section 404.12 Minimum burial depth; amend to read as follows:

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade.

Section 404.12.1 Individual outside appliances; Delete in its entirely

Section 406.1 General; amend to read as follows:

406.1 General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section 406.4 Test pressure measurement; amend to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

Section 406.4.1 Test pressure; amend to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, For tests requiring a pressure of 3

Attachment: Draft Ordinance (2021 International Model Construction Codes)

psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 15 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 50 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

Section 409.1 Valve approval; add Section 409.1.4 to read as follows:

409.1.4 Valves in CSST installations Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an *approved* termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

Section 409.1.1 Valve approval; add sentence to paragraph to read as follows:

Section 409.1.1 Valve approval. (unchanged*)* All valves servicing cooktops, stovetops, ranges and ovens shall be approved ANSI Z 21.15 valves with full shut off handles. Keyed/handless (Clive) valves will not be allowed for the appliances mentioned only.

Section 409.1.3 Access to shutoff valve; Add sentence to paragraph to read as follows:

Section 409.1.3 Access to shutoff valve. (unchanged) Shutoff valves for cooktops, stovetops, ovens and ranges shall be readily accessible unless approved by Building Official or Chief Building Inspector on per case basis.

Section 409 Shutoff valve; Add section 409.8 Shut-off Valve for Outdoor Locations

Section 409.8 Shutoff valve for outdoor locations An emergency shutoff valve shall be installed in a readily accessible location, within sight and labeled for Outdoor Kitchens, Grills, Fire Pits or other appliances requiring gas.

Section 410.1 Pressure regulators; add a second paragraph and exception to read as follows:

Access to regulators shall comply with the requirements for *access* to appliances as specified in Section 306.

> **Exception:** A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

Section 621.2 Prohibited use; add exception as follows:

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

> **Exception:** Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

Section 624.1.1 Installation requirements; amend to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

624.1.1 Installation requirements. The requirements for water heaters relative to *access,* sizing, relief valves, drain pans and scald protection shall be in accordance with the *International Plumbing Code.*

DIVISION 7 PLUMBING CODE

Sec. 3.02.301 - International Plumbing Code amendments:

The following noted portions of the International Plumbing Code are hereby amended to read as follows

Table of Contents, Chapter 7, Section 713; amend to read as follows:

714 Engineered Drainage Design 7-12

Section 102.8 referenced codes and standards; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 13 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

Section 305.1; amend to read as follows:

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. All plastic piping in direct contact or exposed to concrete shall be sleeved or wrapped with approved material. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

Section 305.4.1 sewer depth; amend to read as follows:

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (304 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section 306.2 Trenching and bedding; add section 306.4 to read as follows:

306.2.4 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

Section 401.1 Scope; add a sentence to read as follows:

401.1 Scope. This chapter shall govern the materials, design and installation of plumbing fixtures, faucets and fixture fittings in accordance with the type of *occupancy*, and shall provide for the minimum number of fixtures for

Attachment: Draft Ordinance (2021 International Model Construction Codes)

various types of occupancies. The provisions of this Chapter coordinate with the provisions of the *Building Code*. Should any conflicts arise between the two chapters, the *Code Official* shall determine which provision applies.

Section 413.4 Public laundries and central washing facilities; amend to read as follows:

413.4 Required location for floor drains: Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.

2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.

3. Public restrooms.

Section 502.3 Water heaters installed in attic; amend to read as follows:

502.3 Appliances in attics. Attics containing a water heater shall be provided . . . {bulk of paragraph unchanged} . . . side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions be not less than 20 inches by 30 inches(508mm by 762mm) where such dimensions are large enough to allow removal of the water heater. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:
1. The passageway and level service space are not required where the appliance is capable of being serviced and removed… {remainder of section unchanged}

Section 502 Installation; Add Section 502.6 to read as follows:

502.6 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 604.8 Water pressure-reducing valve or regulator; add Section 604.8.3 and section 604.8.3.1 to read as follows:

604.8.3 Thermal expansion control. An expansion tank or approved device shall be installed for the water heater with the addition of a pressure reducing valve or regulator creating a closed system.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

604.8.3.1 Thermal expansion tank support. Thermal expansion tanks shall be supported to not allow sagging, hangers and anchors shall be of sufficient strength to support tanks and attached to building construction in an approved manner.

Section 606.1 Location of full open valves; delete items #4 and #5.

Section 606.2 Location of shutoff valves; amend to read as follows:

606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.

2. On the water supply pipe to each appliance or mechanical equipment.

Section 608.17.1.1 Carbonated beverage dispensers; amend to read as follows;

Section 608.17.1.1 Carbonated beverage dispensers. The water supply connection to each carbonated beverage dispenser shall be protected against backflow by a reduced pressure principle backflow preventer conforming to ASSE 1013 or by an air gap. The portion of the backflow preventer device downstream from the second check valve of the device and the piping downstream therefrom shall not be affected by carbon dioxide gas.

Section 608.17.1.2 Coffee machines and noncarbonated drink dispensers; amend to read as follows;

Section 608.17.1.2 Coffee machines and noncarbonated drink dispensers. The water supply connection to each coffee machine and each noncarbonated beverage dispenser shall be protected against backflow by a reduced pressure principle backflow preventer conforming to ASSE 1013 or ASSE 1024, or protected by an air gap.

Section 608.17.5 Connections to lawn irrigation systems; amend to read as follows:

608.17.5 Connections to lawn irrigation systems.
The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Section 703.6 Combined sanitary and storm public sewer; Delete entire section

Section 704 Drainage piping installation; add section 704.5 to read as follows:

704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a national recognized standard

Section 705.10.2 Solvent cementing; amend to read as follows:

705.10.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Section 712 Sumps and ejectors; add Section 712.5 to read as follows:

712.5 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to

Attachment: Draft Ordinance (2021 International Model Construction Codes)

function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

Section 713 Computerized drainage design and 713.1 design of drainage system; amend to read as follows:

SECTION 713
ENGINEERED DRAINAGE DESIGN

713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be designed by a registered engineer using *approved* design methods.

Section 803 Special waste; add section 803.3 to read as follows:

803.3 Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials

Section 903.1.1 Roof extension unprotected; amend to read as follows:

903.1.1 Roof extension unprotected. All open vent pipes that extend through a roof shall be terminated at least six (6) inches (152 mm) above the roof.

Section 918.3; amend to read as follows.

918.3 Where permitted. Individual, branch and circuit vents shall be permitted to terminate with a connection to an individual or branch-type air admittance valve in accordance with Section 918.3.1. Stack vents and vent stacks shall be permitted to terminate to stack-type air admittance valves in accordance with Section 918.3.2. Air admittance valves shall only be installed with the prior approval of the building official.

Section 1106.1 General; amend to read as follows:

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate.

Section 1108.3 Sizing of secondary drains; amend to read as follows:

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

Section 1109 Controlled flow roof drain systems; Delete entire section

Section 1202.1 Nonflammable medical gases; delete Exception 1 and 2:

DIVISION 9 ENERGY CONSERVATION CODE

Sec. 3.02.401 - International Energy Conservation Code amendments:

The following noted portions of the International Energy Conservation Code are hereby amended to read as follows

Section C102/R102 General; add Section C102.1.2 and R102.1.2 (N1101.4.1) to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 (N1101.4.1) Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

Section R105.2 Required Inspections; Changed numbering and to read as follows:

R105.2.1 Footing and foundation inspection.
Inspections associated with footings and foundations shall verify compliance with the code as to R-value, location, thickness, depth of burial and protection of insulation as required by the code and approved plans and specifications.

R105.2.2 Framing and Air Barrier rough-in inspection.
Inspections at framing and rough-in shall be made before application of insulation and shall verify compliance with the code as to: air leakage controls as required by the code; and approved plans and specifications.

R105.2.3 Insulation and Fenestration rough-in inspection.
Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding R-values and their correct location and proper installation; fenestration properties such as U-factor and SHGC and proper installation.

R105.2.4 Plumbing rough-in inspection.
Inspections at plumbing rough-in shall verify compliance as required by the code and approved plans and specifications as to types of insulation and corresponding R-values and protection and required controls.

R105.2.5 Mechanical rough-in inspection.
Inspections at mechanical rough-in shall verify compliance as required by the code and approved plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding R-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency.

Exception: Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

R105.2.6 Final inspection.

Section R202 (N1101.6) Definitions; ***add the following definition:***

PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

Section R202 (N1101.6) Definitions; ***add the following definition:***

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change it performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

Section R401.2.5 Additional Energy efficiency; ***deleted in its entirety.***

Table R402.1.2 Maximum Assembly/Climate Zone items: amend table as follows.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Climate Zone	Fenestration U-Factor[f]	Ceiling U-Factor
2	.40	~~0.26~~ 0.29
3	~~0.30~~ 0.32	~~0.26~~ 0.29

Table 402.1.3 Insulation/Climate Zone items: amend table as follows.

Climate Zone	Fenestration U-Factor[b,i]	Ceiling R-Value	Wood Frame Wall R-Value	Slab R-Value & Depth
2	.40	~~49~~ 42	13 or 0 + 10	0
3	~~0.30~~ 0.32	~~49~~ 42	19 or 13+~~5~~3ci, 0+15	~~10ci, 2 ft~~ 0

Section R402.4.1 Building thermal envelope; add section R402.4.1.4 to read as follows

R402.4.1.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R402.4.1.2 or R402.4.1.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

Section R402.4.6 Electrical and Communication outlet boxes. Delete after the first sentence to read as follows.

R402.4.6 Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces.

Section C402.5.2 Dwelling and sleeping unit enclosure testing. Added the underlined to read as follows

C402.5.2 Dwelling and sleeping unit enclosure testing. The building thermal envelope shall be tested in accordance with ASTM E779. ANSI/RESNET/ICC 380, ASTM E1827 or an equivalent method approved by the code official. The measured air leakage shall not exceed 0.30 cfm/ft2 (1.5 Us m2) of the testing unit enclosure area at a pressure differential of 0.2 inch water gauge (50 Pa). Where multiple dwelling units or sleeping units or other occupiable conditioned spaces are contained within one building thermal envelope, each unit shall be considered an individual testing unit, and the building air leakage shall be the weighted average of all testing unit results, weighted by each testing unit's enclosure area. Units shall be tested separately with an unguarded blower door test as follows:
1. Where buildings have fewer than eight testing units, each testing unit shall be tested.
2. For buildings with eight or more testing units, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional two three units shall be tested, including a mixture of testing unit types and locations.

Section R403.3 Ducts; add section R403.3.8 to read as follows

Attachment: Draft Ordinance (2021 International Model Construction Codes)

R403.3.8 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.3.5, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that exceeds the maximum duct leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

Section R403.6 Mechanical Ventilation; add section R403.6.4 to read as follows

R403.6.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.6.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that does not meet the minimum ventilation rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

Section R403.10.3 Covers; Delete in its entirety

Section R404.2 Interior Lighting Controls; Deleted in its entirety.

Section C404.8.3 Covers; Delete in its entirety

Section R405.2 (N1105.2); amend to read as follows:

Section R405.2 Performance-based compliance. Added to underlined to read as follows.

Section R405.2 Performance-based compliance. Compliance based on total building performance requires that a *proposed design* meets all of the following:

1. The requirements of the sections indicated within Table R405.2.
2. The building thermal envelope greater than or equal to levels of efficiency and solar heat gain coefficients in Table R402.1.1 or R402.1.3 of the 2009 *International Energy Conservation Code.*
3. An annual energy cost that is less than or equal to the annual energy cost of the 2021 *standard reference design* or 8% less than the annual energy cost of the 2018 *standard reference design.* Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's State Energy Data System Prices and Expenditures reports. Code officials shall be permitted to require time-of-use pricing in energy cost calculations.

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of *conditioned floor area* shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

TABLE R406.4 (N1106.4) MAXIMUM ENERGY RATING INDEX; **amend to read as follows**:

TABLE R406.4 *(N1106.4)* [1]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	~~52~~ 63
3	~~52~~ 63

[1] This table is effective until August 31, 2022.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

TABLE R406.4 *(N1106.4)* [2]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	~~52~~ 59
3	~~52~~ 59

[2] The table is effective from September 1, 2022 to August 31, 2025.

TABLE R406.4 *(N1106.4)* [3]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	~~52~~ 57
3	~~52~~ 57

[3] The table is effective from September 1, 2025 to August 31, 2028.

TABLE R406.4 *(N1106.4)* [3]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	~~52~~ 55
3	~~52~~ 55

[4] This table is effective on or after September 1, 2028.

***Section R408 ADDITIONAL EFFICIENCY PACKAGE OPTIONS;* deleted in its entirety.**

DIVISION 10 PROPERTY MAINTENANCE CODE

Sec. 3.02.451 - International Property Maintenance Code amendments:

The International Property Maintenance Code is hereby adopted as it is written.

DIVISION 11 SWIMMING POOL AND SPA CODE

Sec. 3.02.501 - International Swimming Pool and Spa Code amendments:

The following noted portions of the International Swimming Pool and Spa Code are hereby amended to read as follows

Section 102 Applicability; Section 102.9 Other laws; amend to read as follows:

Section 102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to;

1. Texas Department of State Health Services (TDSHS); *Standards for Public Pools andSpas;* §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two family dwellings).

Attachment: Draft Ordinance (2021 International Model Construction Codes)

2. *Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS)*, TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with *2012 TAS, Section 242.* (TAS rules do not apply to pools serving one- and two family dwellings).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

Section 103.1 Creation of enforcement agency; amend to read as follows:

Section 103.1 Creation of enforcement agency. The Building Inspections Department of the City of Celina is hereby created and the official in charge thereof shall be known as the *code official*. The Health Department of the City of Celina is hereby created and the official in charge thereof shall be known as the *code official* for operation and maintenance of any *public swimming pool* in accordance this code, local and state law.

Section 113.4 Violation penalties; *Changed to read as follows:*

113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code may be punishable for each day of the violation set forth by the authority having jurisdiction.

Section 202 definitions; create definition:

Health Department of City of Celina: The Health Department of the City of Celina shall regulate the operation of public pools. Routine inspections on pools and spas open to the public are conducted to document compliance with the standards set forth in State law.

Section 305.1 General; amend to read as follows:

Section 305.1 General The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In one-and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

Section 305.2 Outdoor swimming pools and spas; amend to read as follows:
Section 305.2 Outdoor swimming pools and spas. All outdoor aquatic vessels and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7 and in accordance with the Texas Administrative Code, Texas Health and Safety Code 757 for public pools.

Section 305.2.7 Chain link dimensions; add section 305.2.7.1 to read as follows:

Section 305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

Section 305.4 Structure wall as a barrier; amend to read as follows:

Section 305.4 Structure wall as a barrier. Where a wall of a one and two family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

1. Remainder Unchanged
2. Remainder Unchanged
3. Remainder Unchanged
4. Remainder unchanged
5. Remainder unchanged
6. Remainder unchanged

Section 305.6 Natural barriers; amend to read as follows:

305.6 Natural barriers used in a one and two family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

Section 307.1.4 Accessibility; add exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 307.2.2. Material and structural design add Section 307.2.2.2 to read as follows:

Section 307.2.2.2. Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:
A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

Section 310.1 General: amend to read as follows:

310.1 General. Suction entrapment avoidance for aquatic vessels shall be provided in accordance with APSP 7 or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190 **[remainder unchanged]**

Section 313.7 Emergency shutoff switch: amend to read as follows:

313.7 Emergency shutoff switch for spas and hot tubs. A clearly labeled emergency shutoff or control switch for the purpose of stopping the motor(s) that provide power to the recirculation system and jet system shall be installed at a point readily accessible to the users and not less than 1.5 m (5 ft.) away, adjacent to, and within sight of the spa or hot tub. This requirement shall not apply to one and two family dwellings.

Section 402.12 Water envelopes; amend to read as follows:

Section 402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with ~~Table 402.12~~ Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6). (Delete Table 402.12 and Figure 402.12)

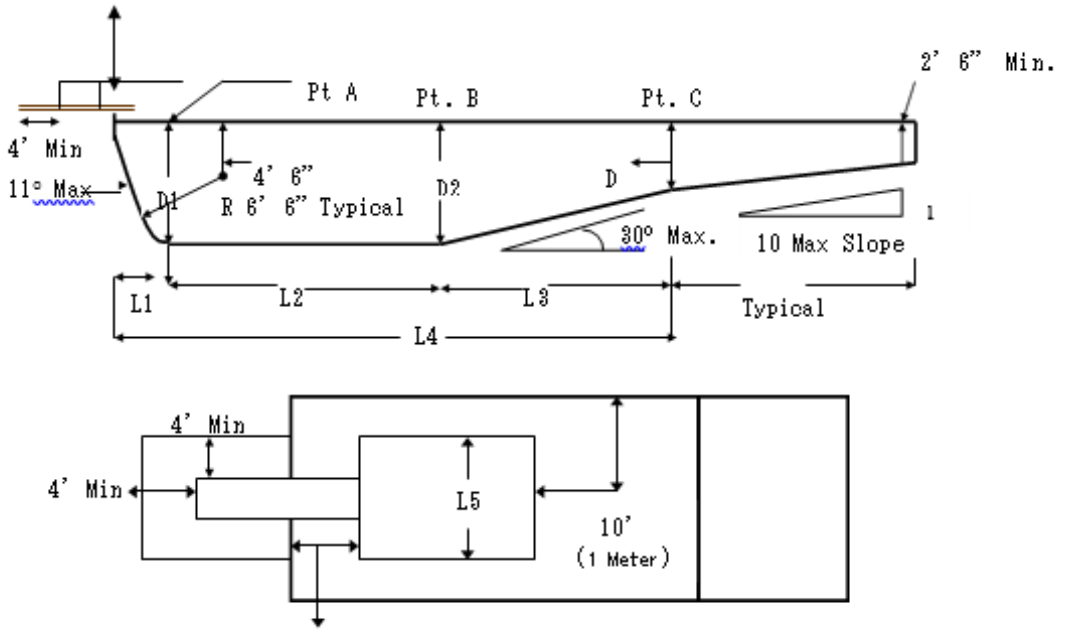
: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plummet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plummet to Adjacent Plummet	10 ft.	10 ft.	10 ft.

H (Overhead Obstruction or Ceiling)



(Reason: To avoid conflict with 25 TAC Chapter 265)

Section 402.13 Ladders for diving equipment: amend and delete exception to read as follows:

Section 402.13 Ladders for diving equipment. Ladders shall be provided with two grab rails or two handrails. There shall be a uniform distance between ladder treads with a, 7 inch (178 mm) minimum distance and 12 inch (305 mm) maximum distance. Supports, platforms, steps, and ladders for diving equipment shall be designed to carry the anticipated loads. Steps and ladders shall be of corrosion-resistant material, easily cleanable and with slip-resistant tread;

Section 411.2.1 Tread dimensions and area & 411.2.2 Risers: amend to read as follows:

Section 411.2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches.

Section 411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero.

Section 411.5.1 Swimouts & 411.5.2 Underwater seats and benches: amend to read as follows:

Section 411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

1. Unchanged
2. Unchanged
3. Unchanged
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface

Section 411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. Unchanged
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.
6. Unchanged
7. Unchanged

Section 610.5.1 Uniform height of 9 inches: amend to read as follows:

610.5.1 Uniform height of 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 10 inches (~~229~~ 254 mm). The bottom riser height shall be permitted to vary from the other risers.

Section 804 Diving Water Envelopes: amend to read as follows:

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

DIVISION 12 EXISTING BUILDING CODE

Sec. 3.02.551 - International Existing Building Code amendments:

The following noted portions of the International Existing Building Code are hereby amended to read as follows

Section 102.4 Referenced codes and standards; amend to read as follows:

Section 102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

Section 110.2 Certificate issued; delete number 11 as follows:

~~*11. Where an automatic sprinkler system is provided, and whether an automatic sprinkler system is required.*~~

Section 202 Definitions; amend definition of Existing Building and Existing Structures to read as follows:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Existing Building - A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy or use.

Existing Structure- A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy or use.

Section 303 Storm Shelters; Delete section 303.2 in its entirely

Section 306.1Scope; adds an exceptions to read as follows:

Exceptions:

1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.
2. If the cost of the project is less than $50K, it must comply with ICC A117.1, or it shall be reviewed and inspected to the Texas Accessibility Standards by a Registered Accessibility Specialist.

Section 306.2 Design; add exception to read as follows:

Exception: Projects subject to the Texas Accessibility Standards as adopted by the Texas Department of Licensing and Regulation are exempt from this section. Projects with a valuation of less than $50,000.00 (which are subject to the Texas Accessibility Standards) may be accepted as equivalent to this section where reviewed and inspected to the Texas Accessibility Standards by a Texas Department of Licensing and Regulation Registered Accessibility Specialist when a plan review report and a compliant inspection report are provided to the building code official.

Section 306.5 Change of Occupancy; Add Section 306.5.1 add to read as follows:

306.5.1 Complete change of occupancy. Where an entire building undergoes a *change of occupancy*, it shall comply with Section 305.4.1 and shall have all of the following accessible features:

1. Not fewer than one accessible building entrance.
2. Not fewer than one accessible route from an accessible building entrance to *primary function* areas.
3. Signage complying with Section 1111 of the *International Building Code*.
4. Accessible parking, where parking is being provided.
5. Not fewer than one accessible passenger loading zone, where loading zones are provided.
6. Not fewer than one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.
7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the International Building Code.

Where it is *technically infeasible* to comply with the new construction standards for any of these requirements for a change of group or occupancy, Items 1 through 6 shall conform to the requirements to the maximum extent technically feasible.

Exception: The accessible features listed in Items 1 through 6 are not required for an accessible route to Type B units.

Section 401.3 Flood Hazard Areas; delete this section:

Section 405.2.5 Flood Hazard Areas; delete this section:

Section 405.2.6 Flood Hazard Areas; delete this section.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 406.1 Material; amend to read as follows:

406.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

Section 502.3 Flood hazard areas; delete entire section:

Section 503.2 Flood hazard areas; delete this section.

Section 503.16 Enhanced classroom acoustics; add exception to read as follows:

> **Exception:** Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

Section 504.1.2 Existing fire escapes; amend to read as follows:

504.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.

Section 504.1.3 New fire escapes; delete entire section*:*

Section 507.3 Flood hazard areas; delete entire section:

Section 701.3 Flood Hazard Areas; delete entire section:

Section 702.4; add exception 2 to read as follows:

> 2. Operable windows with openings that are provided with window fall prevention devices that comply with ASTM F2090.

Section 702.7 Material and methods; amend to read as follows:

Section 702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 802.5.1 Minimum requirement; amend to read as follows:

Section 802.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

Section 803.1 Scope; add sentence to end of paragraph to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 803.2.6 Supervision; change exception to read as follows:

> **Exception:** Supervision is not required where the Fire Code does not require such for new construction.

Attachment: Draft Ordinance (2021 International Model Construction Codes)

Section 803.3 Standpipes; amend section to read as follows:

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements. ***{Delete rest of Section 803.3.}***

Section 804.2 General; Remove Exception #1

Exception 1. ~~Where the work area and the means of egress serving it complies with NFPA101.~~
Exception ~~2.~~ 1. unchanged

Section* 804.4.1.2*; change to read as follows:

804.4.1.2 Fire Escapes required. For other than Group I-2, where more than one exit is required, an existing ~~or newly constructed~~ fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

Section* 804.4.1.2.1*; change to read as follows:

804.4.1.2.1 Fire Escape access and details - …

1. [Remain unchanged]
2. Access to a ~~new~~ fire escape shall be through a door...
3. ~~*Newly constructed fire escapes shall be permitted only where exterior stairways cannot be utilized because of lot lines limiting the stairway size or because of the sidewalks, alleys, or roads at grade level.*~~
4. *[Remain unchanged]*
5. In all buildings of Group E occupancy up to and including the 12th grade, buildings of Group I occupancy, ~~rooming~~ boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

Section 804.6.2 Transoms; add language to read as follows:

804.6.2 Transoms. *In all buildings of Group B, E, I-1, I-2, R-1 and R-2 occupancies, ….[Remainder unchanged]*

Section 904.1 Automatic sprinkler systems; add sentence to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 904.1.1 High-rise buildings; amend sentence to read as follows:

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of high-rise buildings.

Section 1011.2.1: change to read as follows:

1011.2.1 Fire sprinkler system. Where a change in occupancy classification occurs or where there is a *change of occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

~~1. Nonrated permanent partition and horizontal assemblies.~~
~~2. Fire partition.~~
~~3. Smoke partition.~~
~~4. Smoke barrier.~~

Attachment: Draft Ordinance (2021 International Model Construction Codes)

5. Fire barrier, as required by Section 707 of the IBC.
6. Fire wall, as required by Section 706 of the IBC.

Exceptions: [Remain unchanged.]

Section 1102.2. Area limitations; add Section 1102.2.1 to read as follows:

1102.2.1 Fire Separations. *Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.*

Section 1103.3 Flood hazard areas; delete entire section

Section 1201.4 Flood hazard areas; delete entire section

Section 1301.3.2 Compliance with other codes; amend to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

Section 1301.3.3 Compliance with Flood Hazard Provisions; delete this section:

Section 1402.6 Flood Hazard Areas; delete this section

Section 1509; delete Section 1509.1 through 1509.5 and add Section 1509.1 to read as follows:

1509.1 ***When required.*** *An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. The water supply design and the timing of the water supply installation relative to building construction shall comply with the adopted Fire Code.*

DIVISION 13 STORM SHELTER CODE

Section 3.02.601 ICC/NSSA 500-2020 (referenced by the 2018 IBC and 2018 IRC) Amendments

The ICC 500-2020 is hereby adopted as it is written.

SECTION 4

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 5

SAVINGS CLAUSE

Attachment: Draft Ordinance (2021 International Model Construction Codes)

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 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 6

SEVERABILITY

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

SECTION 7

PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8
PUBLICATION 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 Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of _____, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Attachment: Draft Ordinance (2021 International Model Construction Codes)

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (2021 International Model Construction Codes)

2021 INTERNATIONAL MODEL CODES

City Council
August 9, 2022

Attachment: Staff Presentation (2021 International Model Construction Codes)

BACKGROUND

- Celina adopted the 2018 model construction codes in 2019 and has been operating under them since that time
- The 2021 model construction codes have been reviewed and are ready to be adopted
- The 2021 codes would go into effect on November 1st, 2022
- Best practice suggests to adopt new codes on a 3-year cycle

Attachment: Staff Presentation (2021 International Model Construction Codes)

WHY ADOPT NEW CODES?

- Texas requires cities to adopt several of the ICC model codes
- Consistency (*most regional cities maintain updated code adoptions*)
- Public safety (codes born out of tragedy)
- ISO Rating
- Innovation (technology & materials constantly improving)
- Modern building codes protect property, first responders, and the tax base

Attachment: Staff Presentation (2021 International Model Construction Codes)

OUTREACH

- The proposed ordinance was shared with the greater builder community and the Dallas Builders Association for review and input
- A builder forum is tentatively scheduled in the early fall to provide detailed information on any implementation questions from the Builder community
- Both the City and Builder community are accustomed to updates to the Model Codes

Attachment: Staff Presentation (2021 International Model Construction Codes)

HISTORIC MILESTONES

- Building codes date back to Biblical times where civil law held builders responsible for dangerous structures
- The Roman Empire promulgated building standards after the collapse of the Coliseum
- London Building Act was the result of the destruction of over 15,000 buildings in the great fire of 1666
- The Chicago fire of 1871 (burned for 2 days, 250 dead, 17,000 destroyed buildings) prompted both a building and fire code
- First U.S. building code in 1905

Attachment: Staff Presentation (2021 International Model Construction Codes)

INTERNATIONAL MODEL CODES LISTING

- 2021 Building Code
- 2021 Fire Code
- 2021 Residential Code
- 2021 Mechanical Code
- 2021 Fuel Gas Code
- 2021 Swimming Pool Code
- 2021 Energy Conservation Code
- 2021 Property Maintenance Code
- 2021 Existing Building Code
- 2020 Storm Shelter Code
- 2021 Plumbing Code

Attachment: Staff Presentation (2021 International Model Construction Codes)

NEXT STEPS

- August – work session
- September – adoption
- October – builder forum
- November – effective dates
- 2025 – the 2024 code cycle review & adoption
- Feedback / questions?

Attachment: Staff Presentation (2021 International Model Construction Codes)

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 13, 2022
Re:	Noise Ordinance

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.04. (Noise Ordinance) (McAfee)

Background Information:
The ordinance is being amended to revise Article 8.04, Noise.

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

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, REPEALING THE CITY'S CODE OF ORDINANCES, CHAPTER 8, OFFENSES AND NUISANCES; ARTICLE 8.04 NOISE; AND PROVIDING A NEW ORDINANCE FOR THE REGULATION OF NOISE DISTURBANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR A REPEAL; PROVIDING A PURPOSE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR TERRITORIAL APPLICATION; PROVIDING FOR COMPLIANCE BY CONTRACTORS AND PROPOSED DEVELOPMENTS; PROVIDING FOR CITY CONTRACTS TO BE CONDITIONED UPON COMPLIANCE; PROVIDING DEFINITIONS; PROVIDING FOR SPECIFIC NOISE DISTURBANCE PROHIBITED; PROVIDING FOR AFFIRMATIVE DEFENSES; PROVIDING FOR PERMITS OF VARIANCE; PROVIDING FOR APPEALS; PROVIDING FOR PENALTY NOT TO EXCEED $2,000 PER OFFENSE PER DAY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION, ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has determined that Chapter 8, Offenses and Nuisances, Article 8.04 of the City's Code of Ordinances, containing the noise ordinance, should be repealed in its entirety to be updated to minimize exposure to the physiological and psychological harm of excessive noise and to protect, promote, and preserve the public health, comfort, convenience, safety, and welfare; and

WHEREAS, it is the express intent of the City Council to control the level of noise in a manner which promotes commerce, protects the sleep and repose of citizens, and preserves the quality of life and the environment; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the Ordinance set forth herein should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the city.

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

Attachment: Draft Ordinance (Noise Ordinance)

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
REPEAL AND ADOPTION OF NEW SECTION 8.04

Chapter 8, Offenses and Nuisances, Article 8.04, Noise, is repealed in its entirety and the following Article 8.04 is hereby enacted:

ARTICLE 8.04 NOISE

Sec. 8.04.001 Territorial Application

This article shall be applicable within the corporate limits of the city and further within the area immediately contiguous and adjacent to the city limits, extended for a total distance of 5,000 feet; provided, however, that this article shall not apply within any portion of said 5,000-feet area which is contained within the territory of any other municipal corporation. Any reference to the "city" within this article shall apply to the area described herein.

Sec. 8.04.002 Compliance By Contractors and Proposed Developments

It is the policy of the city that all contractors and subcontractors be required to comply with the provisions and intent of this article in their operations.

Sec. 8.04.003 City Contracts To Be Conditioned Upon Compliance

Any written agreement, purchase order, or instrument committing an expenditure of city funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, shall be subject to the provisions of this article, and the person or entity entering into the contract must operate, construct, conduct, or manufacture its business without violating this article including current contracts entered into prior to the adoption of this section.

Sec. 8.04.004 Definitions

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

Attachment: Draft Ordinance (Noise Ordinance)

City. For purposes of this article 8.04, city shall include the corporate limits and the area described by Section 8.04.001 above.

Construction. Any site preparation, assembly, erection, substantial repair, alteration, or similar action (excluding demolition) of, to or on structures, improvements, utilities, property, public or private right-of-way surfaces, or similar property.

Demolition. Any dismantling, intentional destruction, or removal of structures, improvements, utilities, property, public or private right-of-way surfaces, or similar property.

Device. Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Emergency vehicle. A motor vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

Motor vehicle. Any vehicle propelled by mechanical power, such as, but not limited to, any passenger car, truck, truck-trailer, semi-trailer, camper, motorcycle, mini-bike, go-cart, dune buggy, or racing vehicle.

Noise disturbance. Any sound which disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent, adult person; any unreasonably loud or disturbing noise which is offensive to the sensibilities of a reasonable, prudent, adult person; and any unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Noise disturbance per se. Not requiring extraneous evidence or support to establish the existence of a noise disturbance.

Nonresidential district. Any district not classified by the city's zoning ordinance as containing residential homes, apartments, townhomes, condominiums, or similar property.

Person. Any individual, firm, association, partnership, corporation, or any other entity, public or private.

Power equipment. Any motorized electric or fuel powered equipment, including but not limited to, tractors, lawnmowers, and other similar device or equipment.

Powered model vehicle. Any self-propelled airborne, waterborne, or land borne plane, vessel, or vehicle, which is not designed to carry persons, including, but not limited to, any model airplane, boat, car, or rocket, including but not limited to those powered by internal combustion engines, whether tethered or not.

Property boundary. An imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person.

Quiet zone. Property on which a school, hospital, clinic, library, or other noise disturbance sensitive facility is operated.

Residential district. Any district classified by the city's zoning ordinance as containing residential homes, apartments, townhomes, condominiums, mixed-use development, or similar property.

Attachment: Draft Ordinance (Noise Ordinance)

(b) All terminology used in this article and not specifically defined above shall retain its meaning in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body and/or the latest volume of Webster's Collegiate Dictionary.

Sec. 8.04.005 Specific Noise Disturbance Prohibited

(a) No person shall allow, make, or cause to be made any unreasonably loud or disturbing noise in the city, which is offensive to the sensibilities of a reasonable, prudent, adult person, renders the enjoyment of life or property uncomfortable, interferes with public peace and comfort, or causes a noise disturbance as defined herein.

(b) The following list includes, but is not limited to, activities which can create unreasonably loud or disturbing noises in violation of this article, including activities which are noise disturbances per se, unless an exemption exists pursuant to section 8.04.006 or a permit of variance was first obtained as provided in section 8.04.007.

(1) Animals. Owning, keeping, possessing, or harboring any animal or animals which, by frequent or habitual noise making, unreasonably disturbs or interferes with the peace, comfort, or repose of the citizens of the city, or causes a noise disturbance as defined herein. The provisions of this article shall apply to all private or public facilities including any animal shelter or commercial kennel, which hold or treat animals.

(2) Radios, television sets, musical instruments, loud speaking amplifiers, and similar devices.

a. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device for the producing or reproducing of sound within a residential district or quiet zone, within 500 feet of any residence or quiet zone, or within the Downtown and Entertainment District as depicted on the map attached hereto as Exhibit A in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted before 7:00 a.m. on any day, after 11:30 p.m. on Friday and Saturday, or after 9:00 p.m. Sunday through Thursday.

b. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device for the producing or reproducing of sound within a nonresidential area in such a manner as to cause a noise disturbance.

c. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device that produces or reproduces sound for the purpose of attracting attention to any cause or demonstration, or to any performance, show, sale, or display of merchandise so as to attract attention to

Attachment: Draft Ordinance (Noise Ordinance)

such cause, demonstration, or premises when such use is done in a manner which causes a noise disturbance.

d. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale, or display of merchandise when such use is done in a manner which causes a noise disturbance.

(3) Outdoor Music Venue.

a. For purposes of this subsection(b)(3), the term outdoor music venue means a property in a nonresidential district allowing outdoor music venue as a use and where sound equipment is used to amplify sound that is not fully enclosed by permanent, solid walls and a roof. Prior to construction of an outdoor music venue, the owner must submit to the city of its approval a sound impact plan which must include sound mitigating design features, prescribed decibel levels and hours of operation, and any other elements required by the city manager or designee.

b. For outdoor music venues receiving a permit prior to the adoption of this subsection (b)(3), a second violation of this article by the owner or its agent shall entitle the city to require a sound impact plan and the construction of sound mitigation design features as determined by the city manager or designee.

(4) Vehicular sound amplification systems. Operating or controlling a motor vehicle in either a public or private place within the city and operating any sound device which is part of, or connected to, any radio, stereo receiver, compact disc player, cassette tape player, or other similar device in the motor vehicle, in such a manner that, when operated, it is audible at a distance of 30 feet, or when operated, causes a person to be aware of the vibration accompanying the sound at a distance of 30 feet from the source when such operation is done in a manner which causes a noise disturbance.

(5) Yelling, shouting, etc. The yelling, shouting, crying, hooting, whistling, or singing of peddlers, hawkers, or any other person within the city in such a manner as to cause a noise disturbance.

(6) Loading operations. The loading or unloading of any vehicle within the city in such a manner as to cause a noise disturbance.

(7) Construction/maintenance/industrial work.

a. Operating or permitting to be operated any motorized or non-motorized equipment used in construction, maintenance, repair, alteration, erection or demolition of buildings, structures, improvements, streets, alleys, lawns, golf courses, or appurtenances thereto within a residential district or quiet zone, or within 500 feet of any residence or quiet zone,

Attachment: Draft Ordinance (Noise Ordinance)

in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.

b. Operating or permitting to be operated any motorized or non-motorized equipment used in construction, maintenance, repair, alteration, or demolition work on buildings, structures, streets, alleys, lawns, golf courses, or appurtenances thereto within a nonresidential district in such a manner as to cause a noise disturbance.

c. Operating or permitting to be operated any gravel pit, rock crusher, or other machinery for the separation, gathering, grading, loading, or unloading of sand, rock, or gravel, within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.

d. Operating or permitting to be operated any gravel pit, rock crusher, or other machinery, equipment, and/or motor vehicle used for the separation, gathering, grading, loading or unloading of sand, rock, or gravel, and/or any other machinery, equipment, and/or motor vehicle used in the production of concrete or asphalt within a nonresidential district in such a manner as to cause a noise disturbance.

e. Operating or permitting the maintenance, servicing and fueling of construction equipment, and the delivery of construction related materials and/or equipment within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.

f. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. In addition to any other penalties provided by city ordinance, at locations where compliance is not being observed the city may issue written stop-work orders or may issue citations if it is determined that a violation of the ordinance exists.

g. For batch plants established prior to the adoption of this subsection (b)(7), a second violation of this article by the owner or its agent shall entitle the city to require a sound impact plan and the construction of sound mitigation design features as determined by the city manager or designee. To the extent the hours of operation in a planned development zoning ordinance, adopted by the city council prior to June 14, 2022, allowing a batch plant use conflict with the hours of operation in this article, the hours of operation in the planned development ordinance shall control.

(8) Power equipment.

a. Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated by subsection (b)(7) above) within a residential district or quiet zone, or within 500 feet of any residence or

quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated by subsection (b)(7) above) within a nonresidential district in such a manner as to cause a noise disturbance.

(9) Motor vehicles – repairs or testing.

a. The repairing, rebuilding, modifying, or testing of any motor vehicle (including off-road vehicles) or watercraft within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The repairing, rebuilding, modifying, or testing of any motor vehicle (including off-road vehicles) or watercraft within a nonresidential district in such a manner as to cause a noise disturbance.

(10) Motor vehicles – running loud or out of repair.

a. The use of any motor vehicle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding, or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The use of any motor vehicle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding, or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a nonresidential district in such a manner as to cause a noise disturbance.

(11) Motor vehicles – Exhaust. The discharge into the open air of the exhaust of any motor vehicle in such a manner as to cause a noise disturbance, except as discharged through a muffler or other device which effectively and efficiently prevents loud and unusual noises and annoying smoke.

(12) Impulsive sources. Causing impulsive sound sources including, but not limited to, the use of fireworks, explosives, the firing of guns, or other explosive devices within the city in such a manner as to cause a noise disturbance. This is not intended to preclude, repeal or amend any existing ordinances prohibiting such acts.

(13) Powered model mechanical devices.

Attachment: Draft Ordinance (Noise Ordinance)

a. The flying of powered model vehicles, the firing or operating of model vehicles, or other similar noise producing devices, within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The flying of powered model vehicles, the firing or operating of model vehicles, or other similar noise producing devices within a nonresidential district in such a manner as to cause a noise disturbance.

(14) Refuse compacting vehicles. Operating or permitting to be operated any refuse compacting, processing, or collection vehicle or parking lot sweeper in any residential district or quiet zone, or within 500 feet of any residence or quiet zone in such a manner as to cause a noise disturbance between the hours of 10:00 p.m. and 7:00 a.m.

(15) Quiet zone. Creating a noise disturbance within or on any street adjacent to any quiet zone.

(16) Vibration. Using or causing the use of any device that creates any ground vibration which is perceptible without instruments at any point on or beyond the property boundary of the source.

(17) Stationary nonemergency signaling devices. Sounding or permitting the sounding of any electronically activated or amplified signal from any stationary bell, chime, siren, whistle, or similar device, intended primarily for nonemergency purposes, from any place for more than five minutes during any consecutive 60-minute period which causes a noise disturbance. Except such signaling device is allowed if used as a danger signal, and/or as required by law if vehicle is backing, starting, or turning in such a way as to likely cause a collision, unless conducted between the hours of 10:00 p.m. and 7:00 a.m.

Sec. 8.04.006 Affirmative Defenses

The following shall be an affirmative defense to prosecution for a violation of this article:

(a) The sound was produced by safety signals, storm warning sirens or horns, and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves;

(b) The emission of any sound was caused in the performance of emergency or public service work, including police, fire, and public utility operations, acting in the performance of lawful duties to protect the health, safety, or welfare of the community;

(c) The sound was generated by natural phenomena;

(d) Activities conducted in or upon public parks or public property that are approved, sponsored, and/or sanctioned by the city in writing; and/or

Attachment: Draft Ordinance (Noise Ordinance)

(e) The sound was generated as authorized under the terms of a permit issued under section 8.04.007 below.

Sec. 8.04.007 Permits of Variance

(a) The city manager, or his or her designated representative, is authorized to grant permits for relief of any provision in this article on the basis of undue hardship in cases where:

(1) The sound source will be of short duration and the activity cannot be conducted in a manner as to comply with this article;

(2) Additional time is necessary for the applicant to alter or modify their activity or operation to comply with this article; or

(3) No reasonable alternative is available to the applicant.

(b) The city manager, or his or her designated representative, may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects and may suspend any permit issued for violating any provisions prescribed in the permit of variance.

(d) The fee to be charged to each applicant for processing permit applications shall be established by the city manager or adopted into the fee schedule.

Sec. 8.04.008 Appeals

(a) Any applicant who has been denied a permit of variance or any permittee whose permit has been suspended, shall have the right to a hearing before the City Council.

(b) Requests for a hearing shall be made in writing and received by the city manager, or his or her designated representative, within ten days of the date of the denial or the date of the notice of the suspension. The city manager may review the appeal at a staff level and has the authority to reject the action of his or her designated representative and order that a permit be granted or to reinstate a suspended permit. However, should the city manager uphold the denial or suspension of a permit, he or she shall, or his or her designated representative shall, schedule a hearing before the City Council within 30 days of receipt of the request.

(c) The City Council shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the city manager or his or her designated representative. Additionally, the City Council shall have the authority to accept written and verbal testimony from the city manager, his or her designated representative, any appropriate city staff member, applicant/permittee, and interested citizens. The City Council shall also have the authority to place time restrictions on the testimony to be given at the hearing.

(d) The City Council shall have the authority to assess whether the city manager, or his or her designated representative, acted properly within the powers granted under this article in the denial

Attachment: Draft Ordinance (Noise Ordinance)

or suspension of a permit. A majority vote of a quorum of the City Council shall determine whether to uphold or reject the city manager's or his or her designated representative's action. Upholding the action of the city manager, or his or her designated representative, shall affirm the denial or suspension. Rejection of the city manager's or his or her designated representative's action shall automatically grant a permit or reinstate a suspended permit. The decision of the City Council shall be final.

(e) No person whose permit has been denied or suspended, shall create or allow the creation of the noise disturbance in dispute prior to final determination by the City Council.

Sec. 8.04.009 Penalty

A violation of this ordinance shall be a Class C misdemeanor and the penalty for any person violating any of the provisions of this article for which no specific penalty is prescribed shall be subject to section 1.01.009 of the Code of Ordinances of the City of Celina Code of Ordinance, which shall be a fine of not less than one dollar ($1.00) and no more than five hundred dollars ($500), and each day a violation exists shall be a separate offense.

Sec. 8.04.010 Injunctive Relief

In addition to and accumulative of all other penalties, the city shall have the right to seek injunctive relief for any and all violations of this article.

Sec. 8.04.011 Purpose

The purpose of this article is to make it unlawful for any person or entity to make, cause to be made, or allow any unreasonably loud and disturbing noise of such a character, intensity, and duration as to be detrimental or offensive to the ordinary sensibilities of the citizens of the city, and/or which renders the enjoyment of life, health, or property uncomfortable, or interferes with the public peace and comfort.

Sec. 8.04.012 Enforcement

The City Council authorizes all law enforcement officers and code enforcement officers of the city to enforce this article and authorizes all actions allowed by law to be taken to ensure compliance. The city manager and chief of police shall have the authority and responsibility to oversee that proper enforcement actions are taken by authorized city personnel.

SECTION 4
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or

Attachment: Draft Ordinance (Noise Ordinance)

lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Article 8.04, Noise" which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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

SECTION 7
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage 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 the ____ day of _____, 2022.

Attachment: Draft Ordinance (Noise Ordinance)

_____
Sean Terry, Mayor

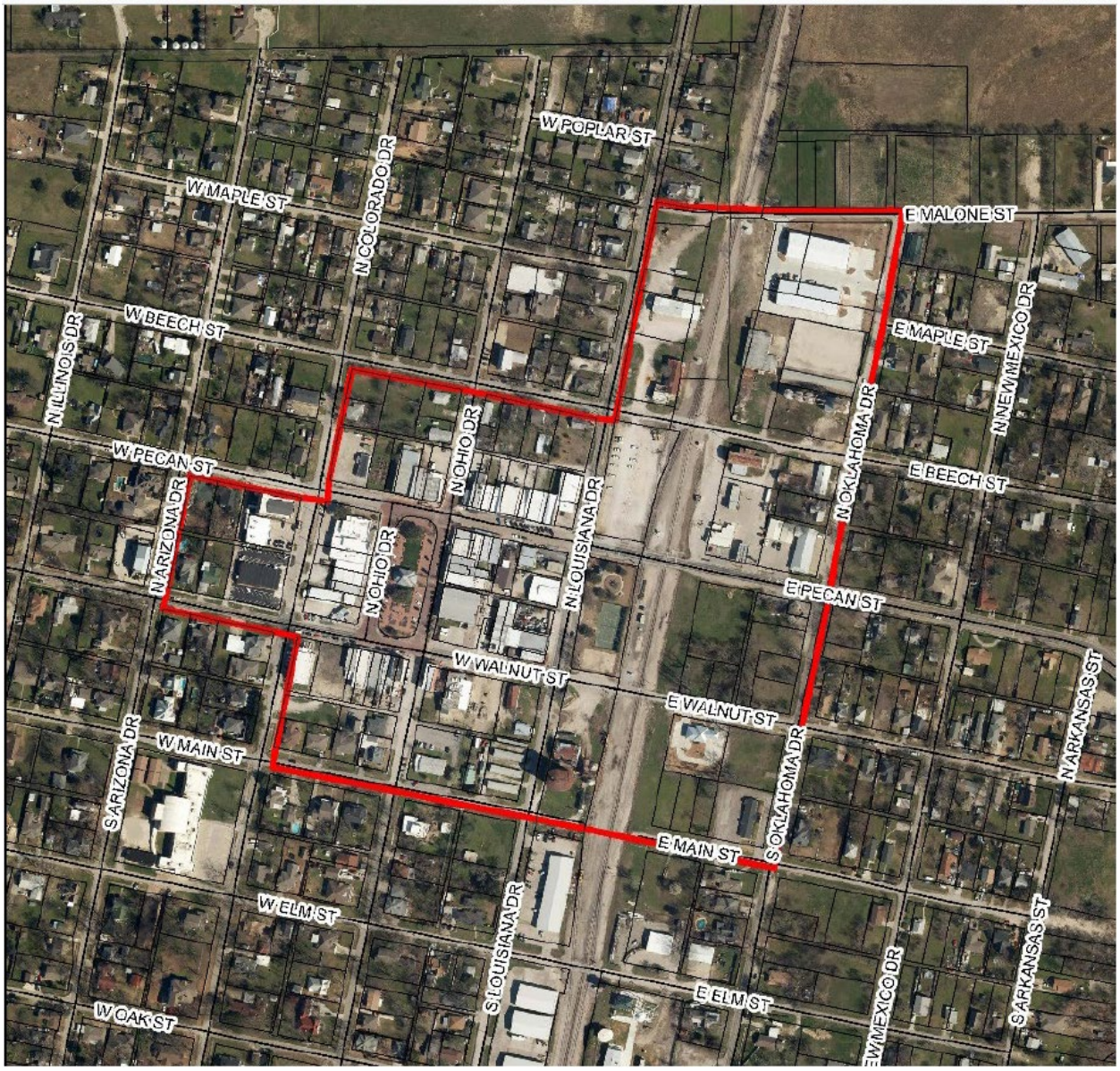
ATTEST:

_____
Lauren Field, City Secretary

Attachment: Draft Ordinance (Noise Ordinance)

EXHIBIT A

Downtown and Entertainment District



Attachment: Draft Ordinance (Noise Ordinance)

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 13, 2022
Re:	First State Bank - Development Agreement

Action Requested:
Consider and act upon a Development Agreement between the City of Celina and First State Bank; generally located at the northwest corner of Preston Road and Ash Street, within the City Limits. (First State Bank - Development Agreement) (McAfee)

Applicant:
First State Bank
1818 N. I-35, P.O. Box 10
Gainesville, TX 76241

Background Information:
The property is approximately 5 acres within the City Limits. The property owner desires to outline the future development of the tract. The agreement allows a bank to operate from a temporary, on-site modular until the permanent bank building is built. Please refer to the attached document for further information.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is entered into by and between First State Bank (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, Developer intends to purchase 4.97 acres of land, generally located at the northwest corner of E Ash St. and Preston Road, which lies within City limits, and within Collin County, Texas, identified as Collin County Central Appraisal District Property ID 962685, and more particularly described by metes and bounds on **Exhibit A** and depicted in **Exhibit B** (the "Property"), from the current property owner and the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop a portion of the Property as a temporary bank site in a modular building as a commercial use ("Temporary Site"), while building a permanent bank site on the Property ("Permanent Site"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions, timelines, and 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 and building code requirements, except as otherwise provided herein; and

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

WHEREAS, 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 City and the Developer agree that the Temporary Site and Permanent Site can best proceed pursuant to an agreement such as this Agreement.

Attachment: Draft Agreement (First State Bank - Development Agreement)

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 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 7.2.

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 Temporary Site.

Claims is defined in Section 4.2(a).

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 7.1(a).

Effective Date is the date in the introductory paragraph.

Indemnified Party is defined in Section 4.2(a).

Parties means the Developer and the City.

Party means the Developer or the City.

Permanent Site is defined in the Recitals.

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.

Temporary Site is defined in the Recitals.

Term shall have the meaning provided in Section 5.1.

Attachment: Draft Agreement (First State Bank - Development Agreement)

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.

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

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 Temporary Site 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 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

Attachment: Draft Agreement (First State Bank - Development Agreement)

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.

2.4 Operation and Maintenance.

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

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

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards. Development of the Property, including the Temporary Site and the Permanent Site, shall be subject to applicable City Regulations, except as otherwise provided herein.

3.2 Temporary Site Regulations. The Temporary Site shall be constructed in accordance with the Site Plan depicted in **Exhibit C**, attached hereto and incorporated herein for all purposes, and may have the following development standards while the Temporary Site is open, such allowed standards to end no later than December 31, 2026:

(a) Asphalt drives;

(b) Temporary parking for customers;

(c) May include a drive-thru.

3.3 Permanent Site Regulations. The Developer shall be allowed to construct and operate a drive-thru for banking services only on the Permanent Site.

3.4 Plat. The Developer may submit a plat for all or any portion of the Property. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

Attachment: Draft Agreement (First State Bank - Development Agreement)

3.5 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.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Development Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, impact fees, tap fees, technology fees, permit fees, development, inspection fees, and any other charges and fees not expressly exempted or altered by 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 (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.

Attachment: Draft Agreement (First State Bank - Development Agreement)

(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 COUNSEL 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 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

Attachment: Draft Agreement (First State Bank - Development Agreement)

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.

ARTICLE V
TERM

5.1 Term. The term of this Agreement shall begin on the Effective Date and end on the later of (i) the date that all actions described in Section 5.2 have occurred, or (ii) the last deadline provided in Section 5.2, as may be extended (the "Term"). 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, 2022 or if Developer notifies the City in writing prior to December 31, 2022 that it will not purchase the Property.

5.2 Timeline. Developer agrees to adhere to the following timeline regarding the Temporary Site and the Permanent Site in order to uphold the temporary nature of the Temporary Site and the opening of the Permanent Site. No certificates, permits, or other documents required to be obtained from the City shall unreasonably be withheld by the City.

(a) Developer shall obtain a certificate of occupancy for the Temporary Site no later than December 31, 2023;

(b) Developer shall obtain a building permit from the City and begin construction on the Permanent Site no later than December 31, 2025;

(c) No later than December 31, 2026, Developer shall (I) obtain a certificate of occupancy from the City for the Permanent Site, (II) open the Permanent Site for business, and (III) close the Temporary Site;

Attachment: Draft Agreement (First State Bank - Development Agreement)

(d) The Temporary Site shall be removed from the Property within six (6) months of Developer receiving a certificate of occupancy from the City for the Permanent Site.

5.3 Deadline Extensions. The Parties may agree in writing to extensions of up to six (6) months of any of the above deadlines due to construction delays. The City Manager may approve such extensions on behalf of the City.

ARTICLE VI
EVENTS OF DEFAULT; REMEDIES

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

6.2 Remedies.

(a) 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.

(b) City's Remedies. In the event that the Developer does not meet any part of the timeline described in Section 5.2, the City may terminate this Agreement. In the event that the Developer continues to operate the Temporary Site on the Property beyond the deadline set out in 5.2(c), the Developer shall pay $1,000 to the City each day that the Temporary Site operates on the Property thereafter.

ARTICLE VII
ASSIGNMENT AND ENCUMBRANCE

7.1 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

Attachment: Draft Agreement (First State Bank - Development Agreement)

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.

7.2 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.

Attachment: Draft Agreement (First State Bank - Development Agreement)

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.

7.3 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.

7.4 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.

7.5 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. 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.

7.6 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.

Attachment: Draft Agreement (First State Bank - Development Agreement)

ARTICLE VIII
RECORDATION

This Agreement and all amendments hereto 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.

ARTICLE IX
ADDITIONAL PROVISIONS

9.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

9.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 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

Attachment: Draft Agreement (First State Bank - Development Agreement)

To the Developer: Attn: Lloyd Reiter, President
First State Bank
1818 N. I-35
Gainesville, TX 76240
E-mail: Lloyd.reiter@firststate.bank
TEL: 940-668-4323
Mobile: 940-736-6844

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

9.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

9.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

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

9.6 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.

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

9.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

Attachment: Draft Agreement (First State Bank - Development Agreement)

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.

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

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Site Plan for Temporary Site

9.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

9.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, 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. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term

Attachment: Draft Agreement (First State Bank - Development Agreement)

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

9.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

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

9.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft Agreement (First State Bank - 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 _____, 20__.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, 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 Agreement (First State Bank - Development Agreement)

DEVELOPER:

First State Bank

By: _____
Name: Lloyd Reiter
Title: President

Date: _____

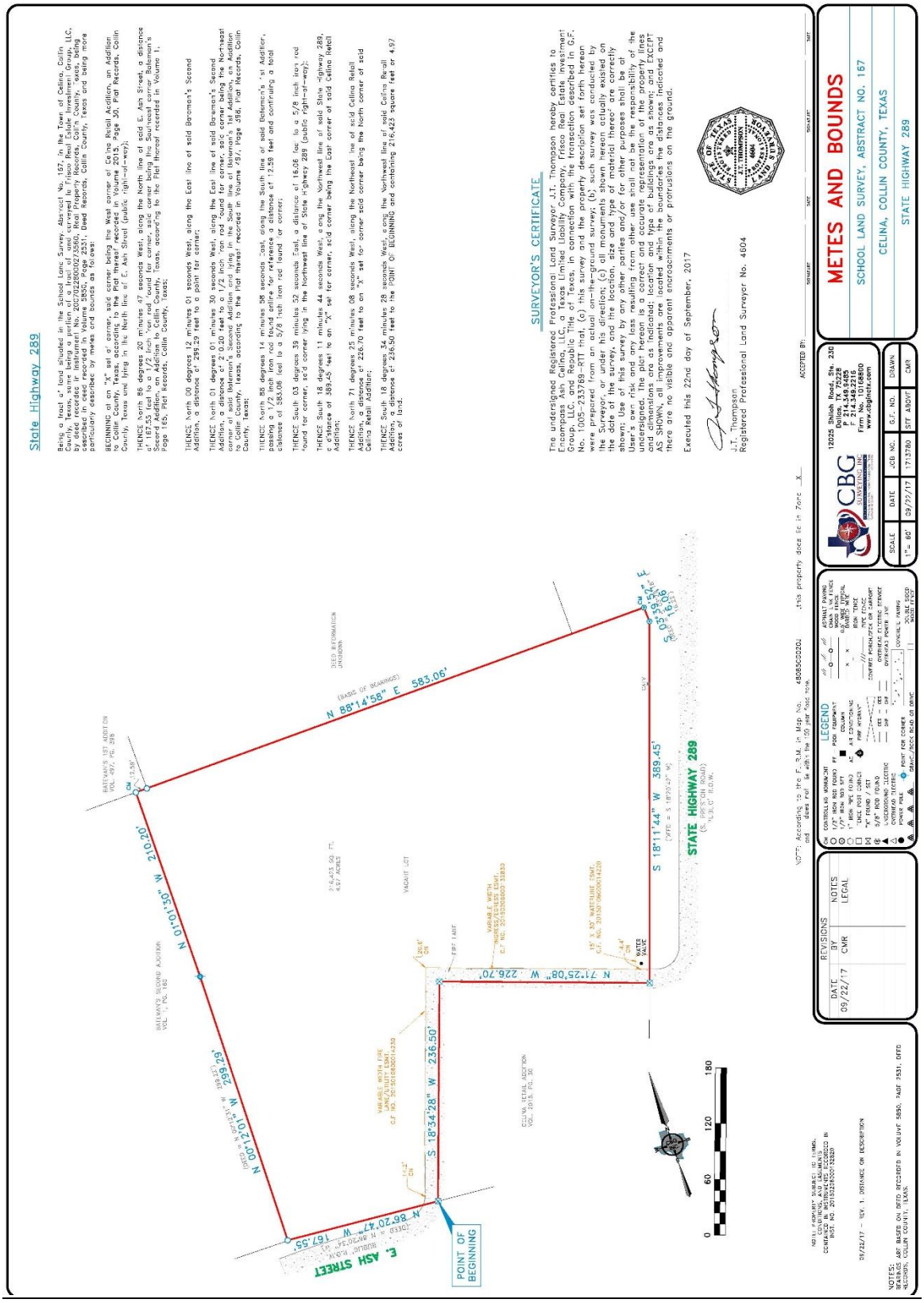
STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a _____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 Agreement (First State Bank - Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY



Attachment: Draft Agreement (First State Bank - Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY

Property ID	Owner	Address	City	State	Zip	Land Value	Appraised Value
962685	SGS CELINA LLC	5809 BENT OAK CT	DALLAS	TX	75248-2722	$ 1,786,069.00	$ 1,786,069.00

Legend
Property
Roads
Parcels

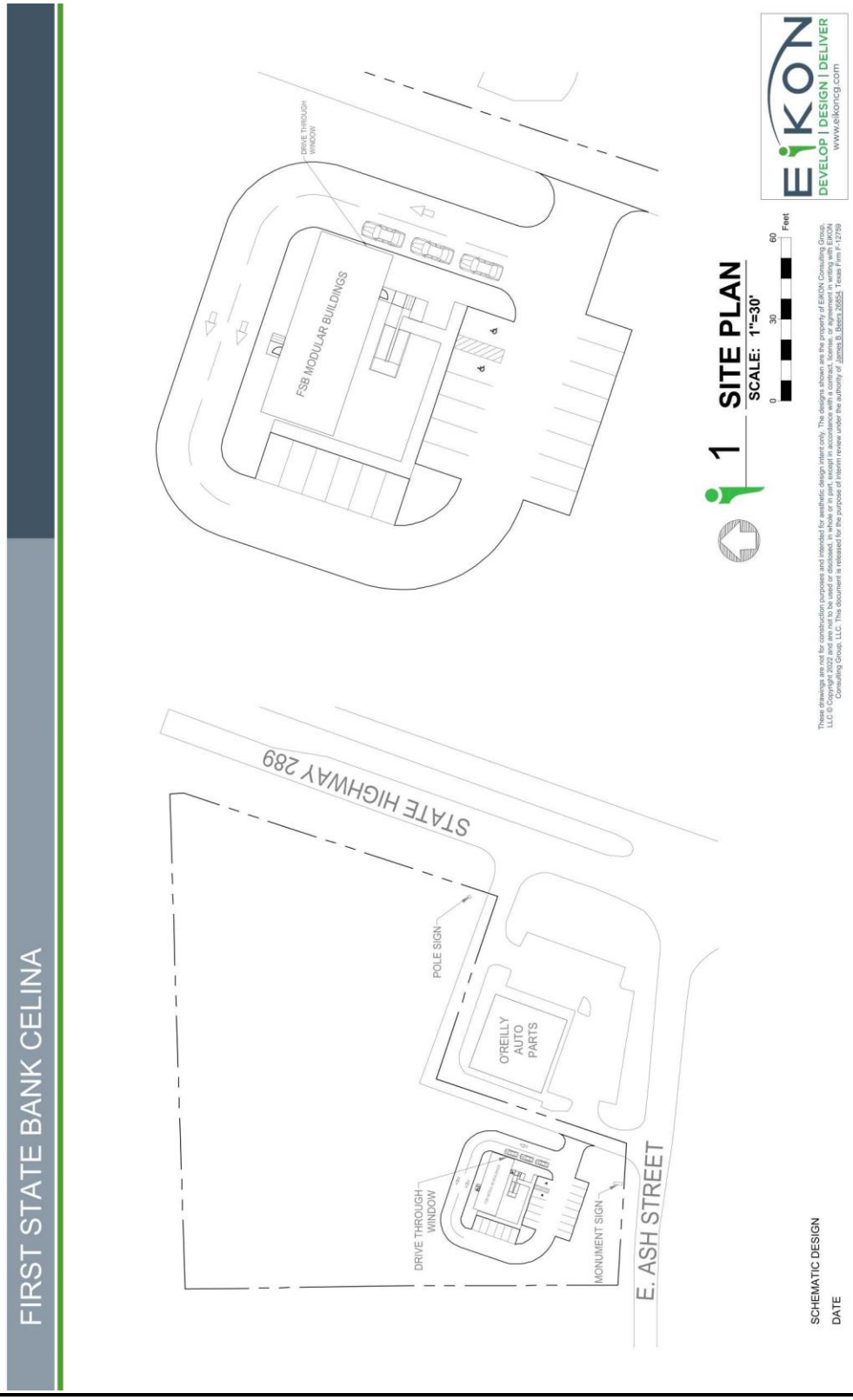
Exhibit
City of Celina
7/27/2022

N W E S
0 105 210 Feet

[redacted]

Attachment: Draft Agreement (First State Bank - Development Agreement)

EXHIBIT C
SITE PLAN FOR TEMPORARY SITE



Attachment: Draft Agreement (First State Bank - 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 Director
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 9 acres within the Extraterritorial Jurisdiction, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road. (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement) (Mohan)

Applicant:
Taylor Morrison
6735 Salt Cedar Way, Bldg. 1, Ste. 200
Frisco, TX 75034

Background Information:
This item is related to the annexation of approximately 9 acres, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road. Please refer to the attached documents for further information and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

E SUNSET BLVD
S COIT RD
OLD GLENDENNING RD
E OUTER LOOP
ROSELAND PKWY
CHOATE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Tuscany 2 (southern portion)
Location Map
City of Celina

8/2/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement)

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

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

Attachment: Annexation Service Agreement (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement)

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

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

PROPERTY OWNER: TAYLOR MORRISON OF TEXAS

By: _____
Name: Dusty Dellinger
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

8.339 acre tract

Being 8.339 acres in the Levin Routh Survey, Abstract No. 779, being a part of a called 317.729 acre tract of land described in the deed to Belknap FP, LTD, recorded in Instrument No. 98-0123881, Real Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a called 119.024 acre tract of land described in the deed to Celina Land Development LLC, recorded in Instrument No. 201901110000397300, said Official Public Records of Collin County, Texas for the northwest corner of said 317.729 acre tract, common to the northeast corner of a called 28.731 acre tract of land described in the deed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, said Official Public Records, from which a 1/2-inch iron rod found for reference bears S00°44'32"E, a distance of 2.47 feet;

THENCE S89°47'43"E, with the northerly line of said 317.729 acre tract and the southerly line of said 119.024 acre tract, a distance of 667.88 feet to a point in or near the approximate center of Wilson Creek;

THENCE with the meanders of said creek, traversing through said 317.729 acre tract of land, the following Thirteen (13) courses and distances:

1. S06°02'26" W, a distance of 53.86 feet;
2. S19°07'11" W, a distance of 64.03 feet;
3. S33°39'52" W, a distance of 58.70 feet;
4. S48°50'02" W, a distance of 49.50 feet;
5. S61°18'45" W, a distance of 140.62 feet;
6. S21°47'28" W, a distance of 37.63 feet;
7. S41°58'57" W, a distance of 62.56 feet;
8. S05°20'22" W, a distance of 100.51 feet;
9. S17°57'34" E, a distance of 83.17 feet;
10. S26°30'46" E, a distance of 72.88 feet;
11. S06°00'09" W, a distance of 44.42 feet;
12. S40°01'05" W, a distance of 76.01 feet;
13. S13°39'27"E, a distance of 59.01 feet to a point in the North right-of-way line of Collin County Outer Loop (500 foot width right-of-way), as described in deed to Collin County, recorded in Instrument Number 20191003001242980, Official Public Records of Collin County, Texas, said point being the beginning of a curve to the right;

THENCE, with the North right-of-way line of said Collin County Loop, along said curve to the right an arc distance of 366.44 feet, having a radius of 4720.50 feet, a central angle of 04°26'52", and a chord which bears S82°50'06"W, a distance of 366.35 feet to a point, being in the West line of said 317.729 acre tract of land, same being the East line of that certain called 28.731 acre tract of land described in the deed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, Official Public Records of Collin County, Texas;

THENCE N00°43'46"W, with the West line of said 317.729 acre tract of land, same being the East line of said 28.713 acre tract of land, a distance of 796.73 feet to the POINT OF BEGINNING and containing 8.339 acres of land.

Attachment: Annexation Service Agreement (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement)

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 13, 2022
Re: FY 2022-2023 Public Hearing for Proposed Budget

Action Requested:
Conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2022-2023 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 29th. A Notice of Budget Hearing was published in the *Celina Record* on August 22, 2022.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Notice of Budget Hearing

Staff Recommendation:

Notice of Public Hearing on Proposed Budget

The City of Celina has scheduled a public hearing on the Proposed Budget on September 13, 2022. 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 $6,954,614 or 44.22% and of that amount, $4,559,356 is tax revenue to be raised from new property added to the tax roll this year.

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

Attachment: Public Hearing - Proposed FY 2022-2023 Budget (Public Hearing - Proposed

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 13, 2022
Re:	Public Hearing - Proposed 2022 Ad Valorem Tax Rate

Action Requested:
Conduct a public hearing to consider testimony regarding the proposed 2022 Ad Valorem tax rate. (Bromiley)

Background Information:
A tax rate of $0.634759 per $100 valuation has been proposed for adoption by the governing body.

The no-new-revenue tax rate is the tax rate for the 2022 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 2022 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 2022 Tax Year Proposed Property Tax Rate

Staff Recommendation:

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.634759 per $100 valuation has been proposed by the governing body of City of Celina.

PROPOSED TAX RATE	$0.634759 per $100
NO-NEW-REVENUE TAX RATE	$0.548349 per $100
VOTER-APPROVAL TAX RATE	$0.634759 per $100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for City of Celina from the same properties in both the 2021 tax year and the 2022 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 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 13, 2022 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:	Mayor Pro Tem Jay Pierce	Deputy Mayor Pro Tem Wendie Wigginton
	Council Member Philip Ferguson	Council Member Tony Griggs
	Council Member Andy Hopkins	Council Member Mindy Koehne

AGAINST the proposal:

PRESENT and not voting: Mayor Sean Terry

ABSENT:

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

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.

	2021	2022	Change

Attachment: 2022 NOTICE OF PUBLIC HEARING CELINA CITY (Public Hearing – Proposed 2022 Ad Valorem Tax Rate)

Total tax rate (per $100 of value)	$0.645000	$0.634759	decrease of -0.010241, or -1.59%
Average homestead taxable value	$393,816	$541,465	increase of 147,649, or 37.49%
Tax on average homestead	$2,540.11	$3,437.00	increase of 896.89, or 35.31%
Total tax levy on all properties	$15,726,985	$22,681,599	increase of 6,954,614, or 44.22%

For assistance with tax calculations, please contact the tax assessor for City of Celina at 972-547-5020 or taxassessor@collincountytx.gov, or visit http://www.celina-tx.gov/ for more information.

Attachment: 2022 NOTICE OF PUBLIC HEARING CELINA CITY (Public Hearing – Proposed 2022 Ad Valorem Tax Rate)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: September 13, 2022
Re: 22-01 Annexation Third Public Hearing and Ordinance Adoption

---

Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following properties: (22-01 Annexation Third Public Hearing and Ordinance Adoption) (White)

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),
4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin

County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)

6. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
11. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
12. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
13. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
14. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
15. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
16. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and
17. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy

Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

Background:
Please refer to the attachments for additional information.

Below is the anticipated annexation schedule for the properties:

~~January 11, 2022 - Annexation Resolution~~
~~February 8, 2022 - 1st Public Hearing~~
~~July 12, 2022 - Petition Verification~~
~~August 9, 2022 - 2nd Public Hearing~~
September 13, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Commun

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 8/31/2022

Legend

- Ultimate Boundary
- Roads
- Petition
- Potential Annexation

N
W E
S

0 4,250 8,500 Feet

LEGAL DESCRIPTION OF AREA

1. Collin CAD Property ID 1013584 (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772 (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586 (VP Caravan NoteCo LLC),
4. Collin CAD Property ID 1011602 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668 (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775 (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473 (Dalaki, Mohammad Ali),
8. Collin CAD Property ID 2143120 (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132 (Quest IRA Inc FBO Alagu Selvaman IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221 (3G Investments LLC),

Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

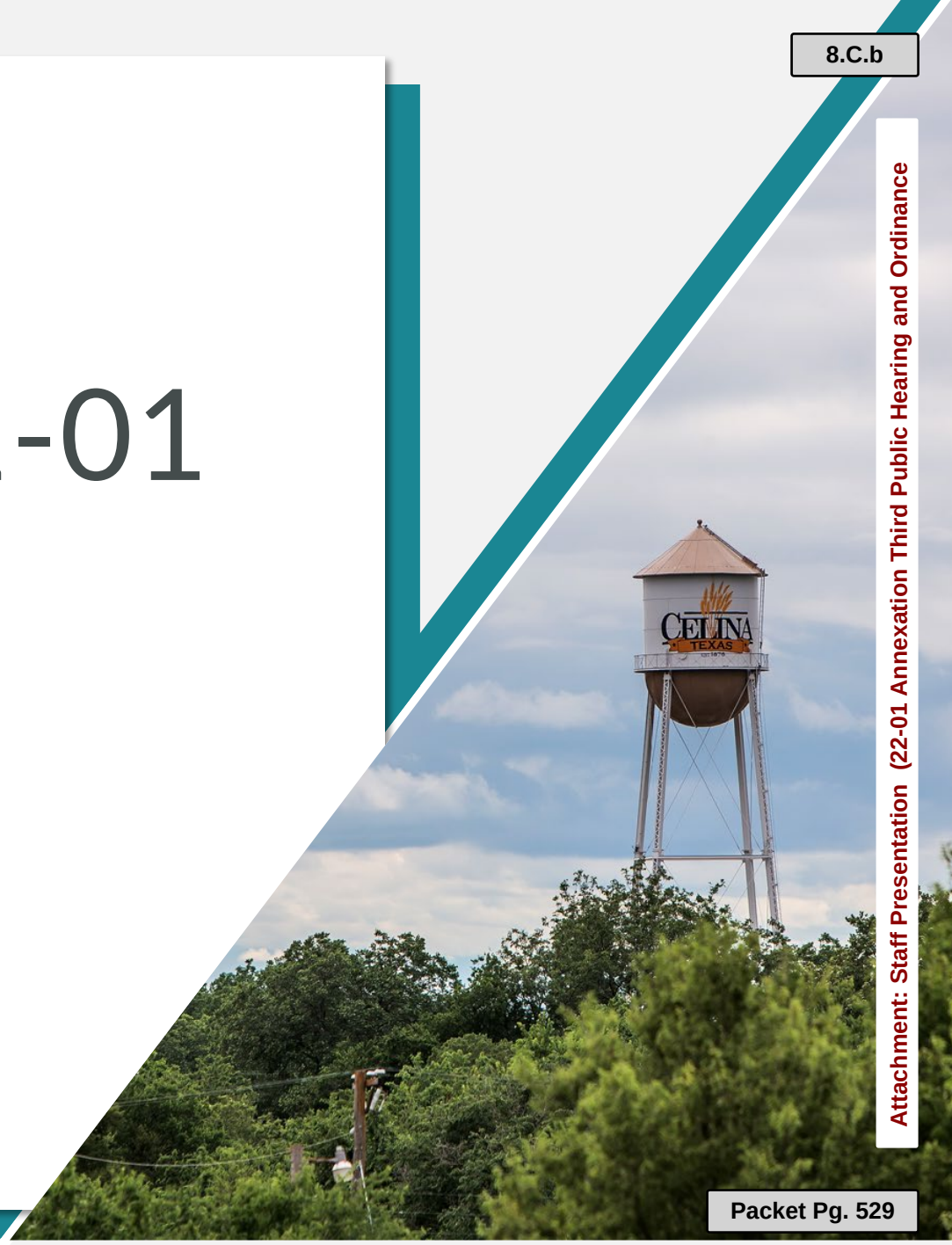
LEGAL DESCRIPTION OF AREA

11. Collin CAD Property ID 2142193 (Vision & Structure LLC),
12. Collin CAD Property ID 2649863 (LaBorde, James L. & Mary B.),
13. Collin CAD Property ID 2507796 (Hollis, James Thomas),
14. Collin CAD Property ID 1766084 (Donaldson, Richard L. & Frances L.)
15. Collin CAD Property ID 992153 (Hamm, Donald & Janie),
16. Collin CAD Property ID 2665774 (5H Ventures LLC), and
17. Denton CAD Property ID 159732 (Zarate, Mario Juanita).

Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

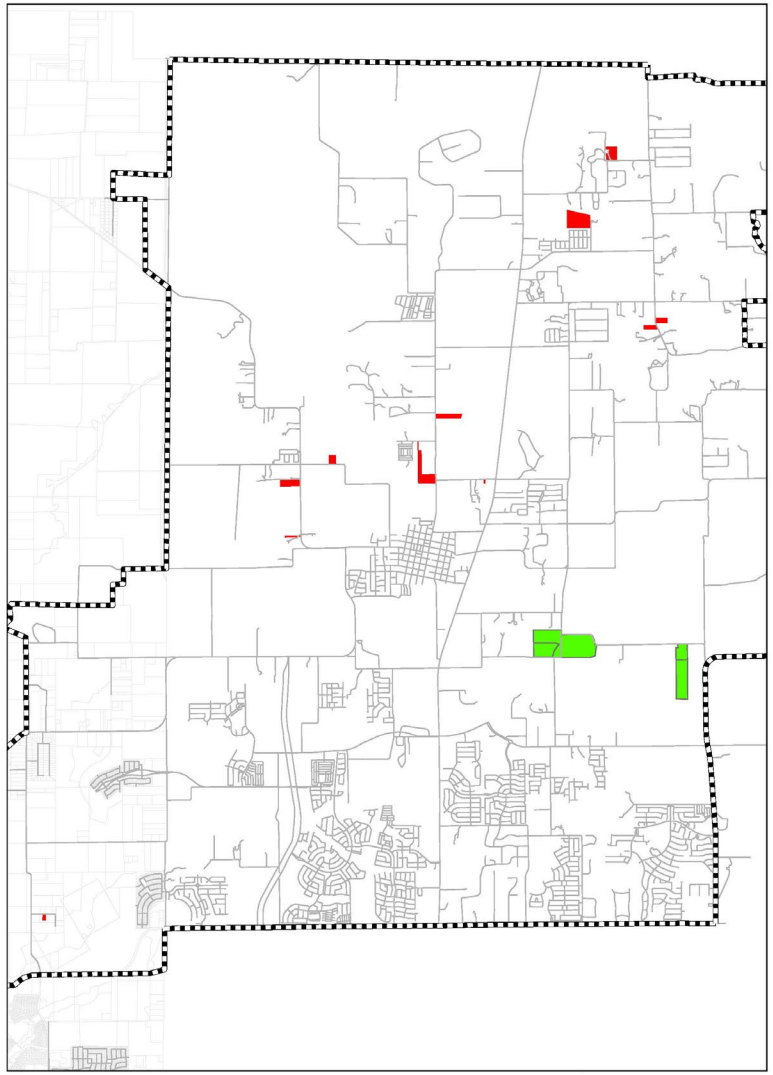
ANNEXATION 22-01

City Council
September 13, 2022



Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

FAST FACTS

- No person has been involuntarily annexed since 2017 State law changes (just commercial or vacant land to be developed in the future)
- City's preference is to defer annexation for as long as possible (over 800 agreements)
- When contacted, some property owners have desired immediate annexation and zoning in order to secure future entitlements and protect property values
- Annexation ensures more orderly growth and places the infrastructure burden on developers and not the tax-payer

Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

POLICY POINTS

- Since State law changed 5 years ago, the City has only initiated annexation on commercial or vacant land to be developed in the future
- Unregulated development lowers the property values of an area
- Prevents developers from having a “hall pass” to build cheaper, lower quality products under less restrictive safety regulations
- Prevents City taxpayers from subsidizing services and infrastructure to county residents in the ETJ
- Is critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

ANNEXATION TIMELINE

- ~~January 11, 2022 – Annexation Resolution~~
- ~~February 8, 2022 – 1st Public Hearing~~
- ~~July 12, 2022 – Petition Verification~~
- ~~August 9, 2022 – 2nd Public Hearing~~
- September 13, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (22-01 Annexation Third Public Hearing and Ordinance

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±276 ACRES GENERALLY LOCATED NORTH OF FUTURE FRONTIER PARKWAY, EAST OF SMILEY ROAD, SOUTH OF FUTURE STALLCUP BOULEVARD, AND WEST OF FUTURE PETERMAN PARKWAY, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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 (the "Act") and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, legal descriptions of the area to be annexed is attached hereto as Exhibit "A" and the area is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word; and

WHEREAS, the City Council adopted Resolution No. 2022-1R expressing its intent to annex the area and containing all elements required by Section 43.0682 of the Act (the "Resolution"); and

WHEREAS, following notice of this annexation and public hearing, a public hearing was held on February 8, 2022, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, following the end of the Petition period prescribed by Section 43.0685 of the Act, the City Secretary verified that the Petition contained the minimum number of signatures required to annex the area, the City Council accepted the verification of the Petition by Resolution No. 2022-37, and all residents and owners of property in the area were notified of

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

the results of the Petition; and

WHEREAS, following publication, mailing and distribution of notice(s) as required by the Act, two more separate public hearings were conducted in accordance with Section 43.0686(c) of the Act, the first hearing being held on August 9, 2022 and a second hearing also being held at least ten days after the first public hearing on September 13, 2022 to consider the annexation of the area being more particularly described in Exhibit "A" and depicted in Exhibit "B"; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the area to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the area to be annexed is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such area is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; 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.

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
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:

    1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),
4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
11. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
12. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
13. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

14. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
15. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
16. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and
17. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

being more particularly described in Exhibit "A", and depicted in Exhibit "B" which is incorporated herein as if written word for word, and that such area 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 area hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The Service Plan for the herein annexed area, attached hereto as Exhibit "C", was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is incorporated herein as if written word for word.

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, and any other necessary agencies and service providers.

SECTION 5
EFFECT ON TERRITORY/AREA

From and after the passage of this Ordinance, the properties referenced in Exhibit "A" and the adjacent right-of-way, attached hereto and incorporated herein as if written word for word, 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

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation. The City Council hereby declares that if for any reason a portion of the area annexed hereunder is ever disannexed, the City Council would have annexed all of the remaining area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of September, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 276 acres, generally located in the description below:

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),
4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
11. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14;

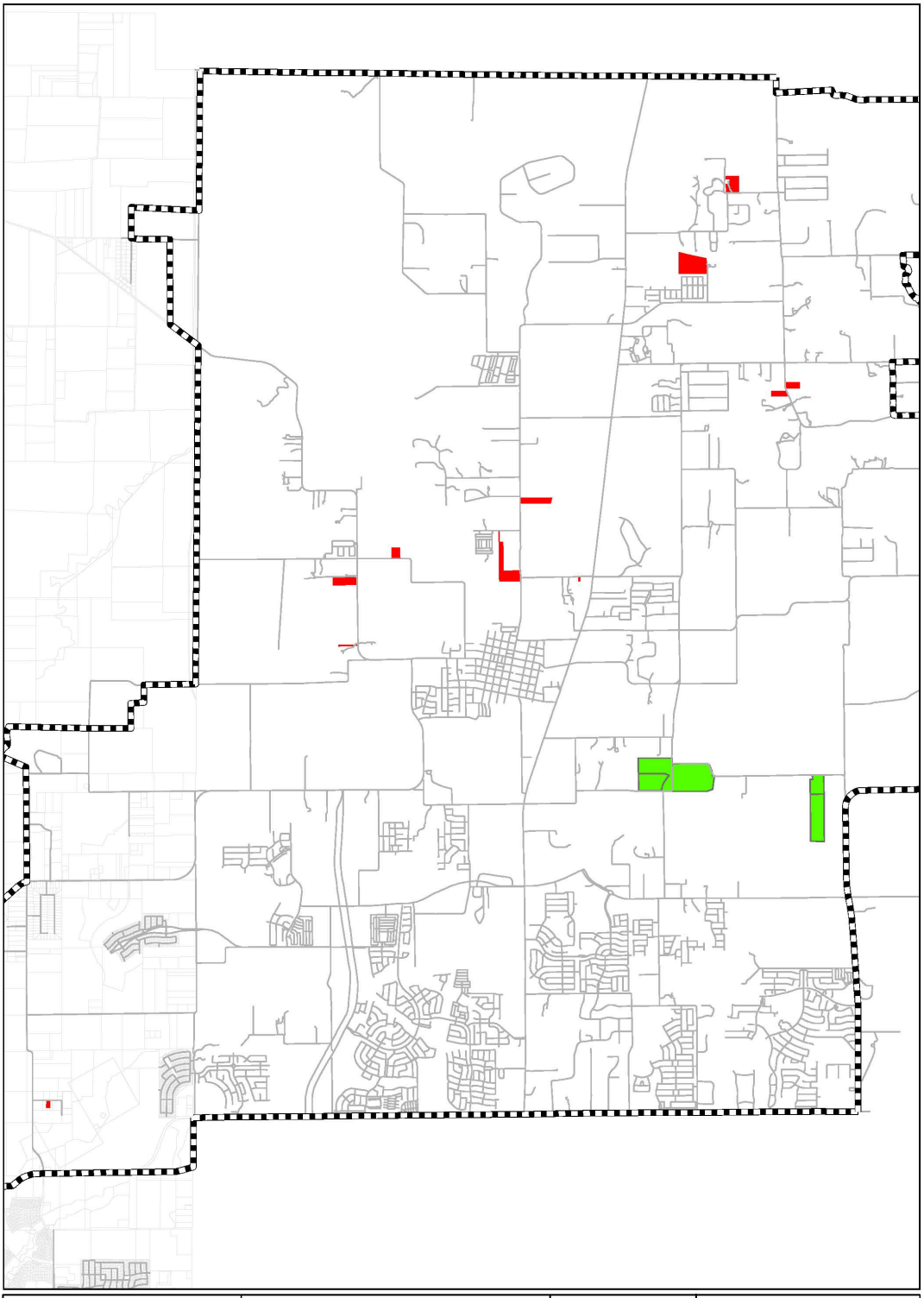
Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),

12. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
13. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
14. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
15. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
16. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and
17. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "B"



Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance 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.

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance Adoption)

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (22-01 Annexation Third Public Hearing and Ordinance 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 (22-01 Annexation Third Public Hearing and Ordinance Adoption)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Tuscany Ph. 2 (Southern Portion) - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 9 acres, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation) (Mohan)

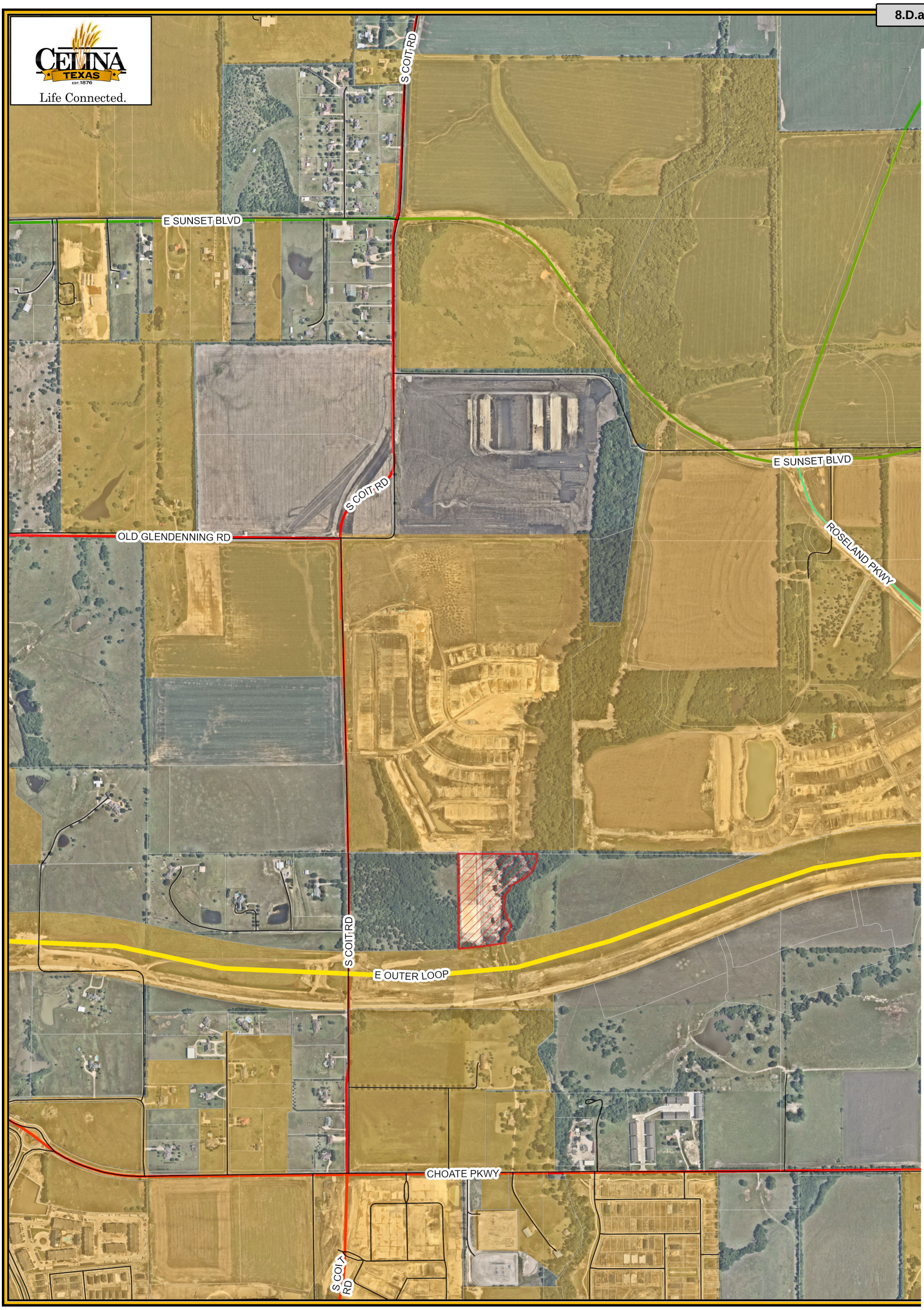
Applicant:
Taylor Morrison
6735 Salt Cedar Way, Bldg. 1, Ste. 200
Frisco, TX 75034

Background Information:
This item is for the annexation of approximately 9 acres, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Tuscany 2 (southern portion)
Location Map
City of Celina

8/2/2022

N
W E
S

0 500 1,000 Feet

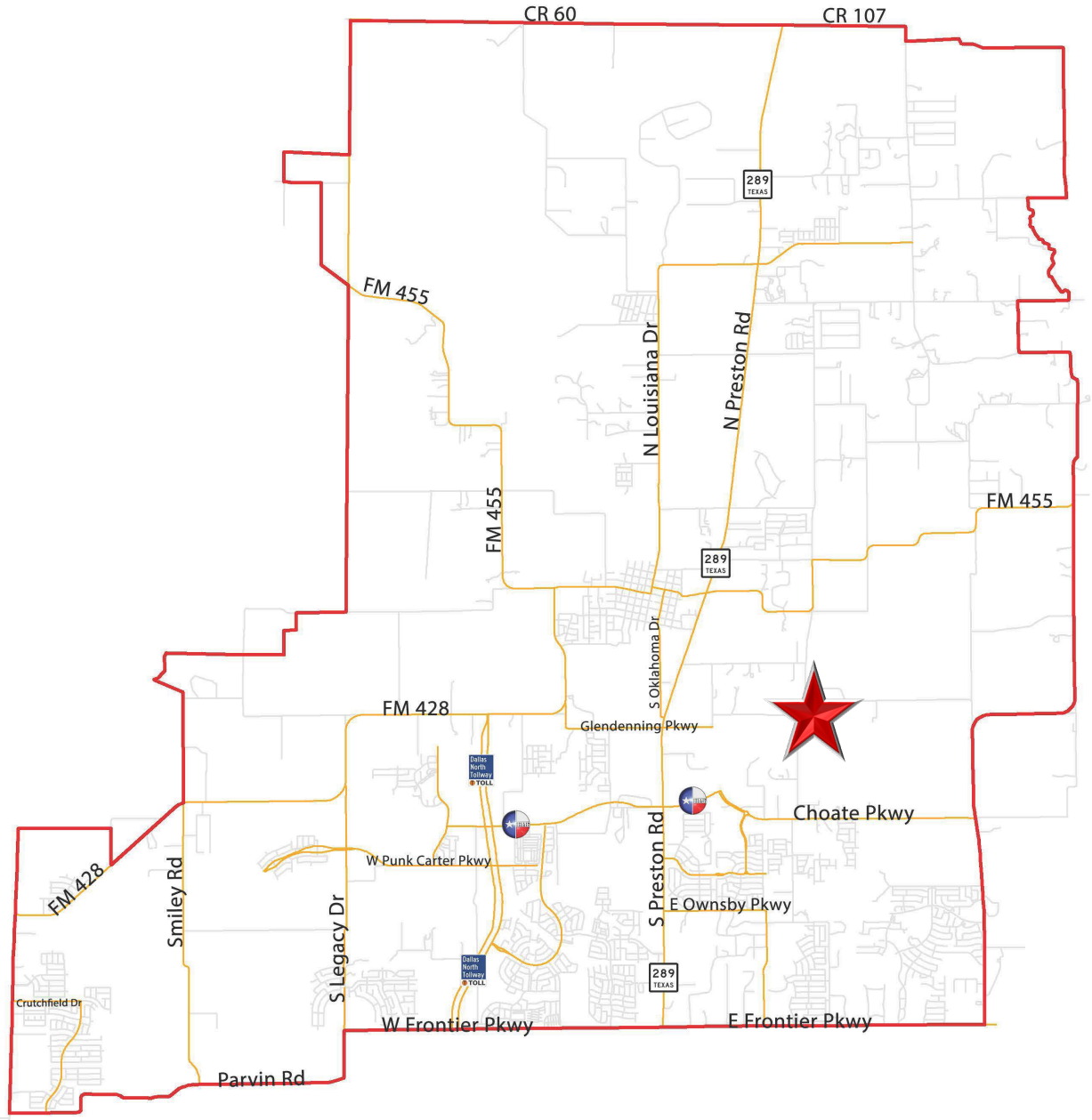
Attachment: Location Map (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

TUSCANY ESTATES PH. 2

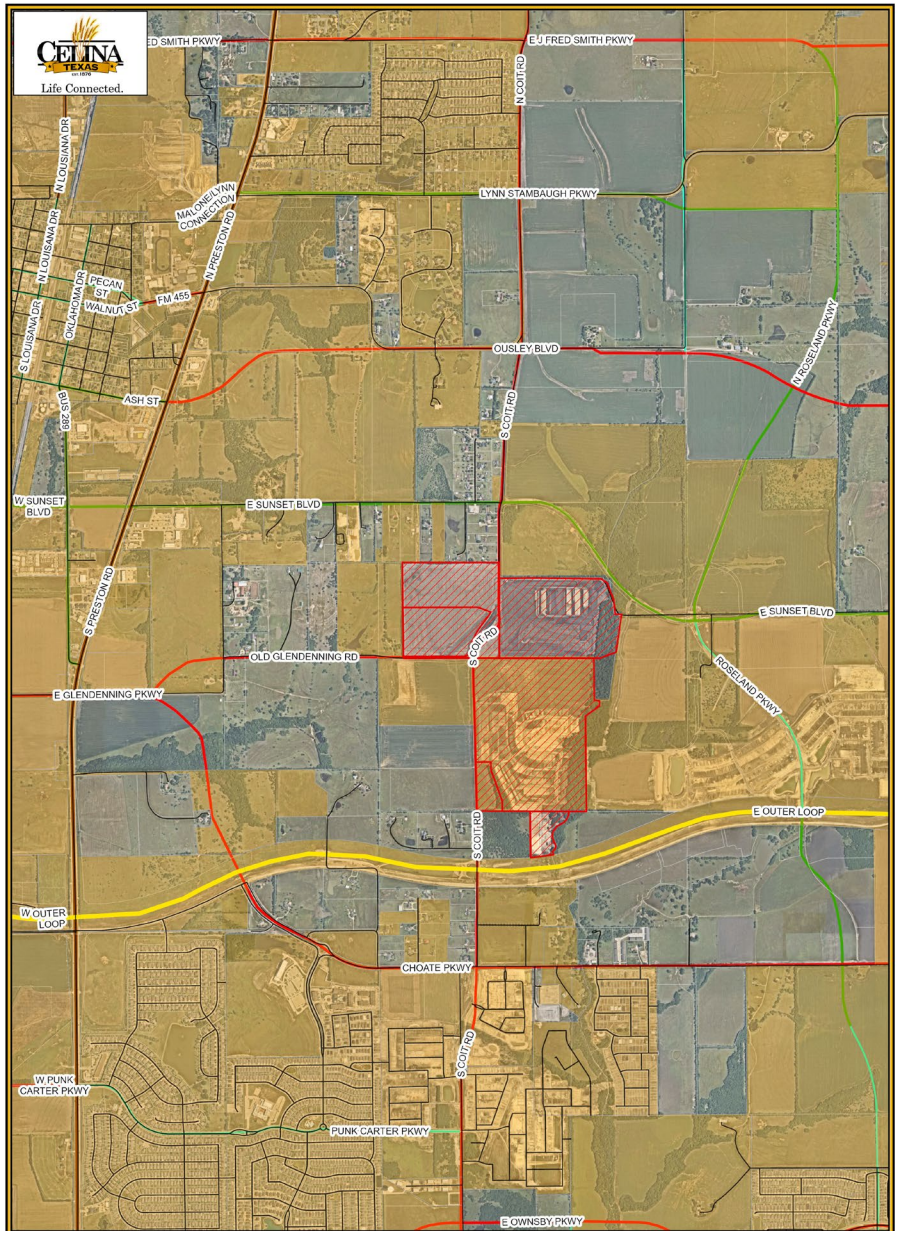
Annexation & Planned Development

City Council
September 13, 2022

Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited



Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited



LOCATION MAP

The subject property is generally located 1,100 feet south of Sunset Boulevard and east and west of future Coit Road

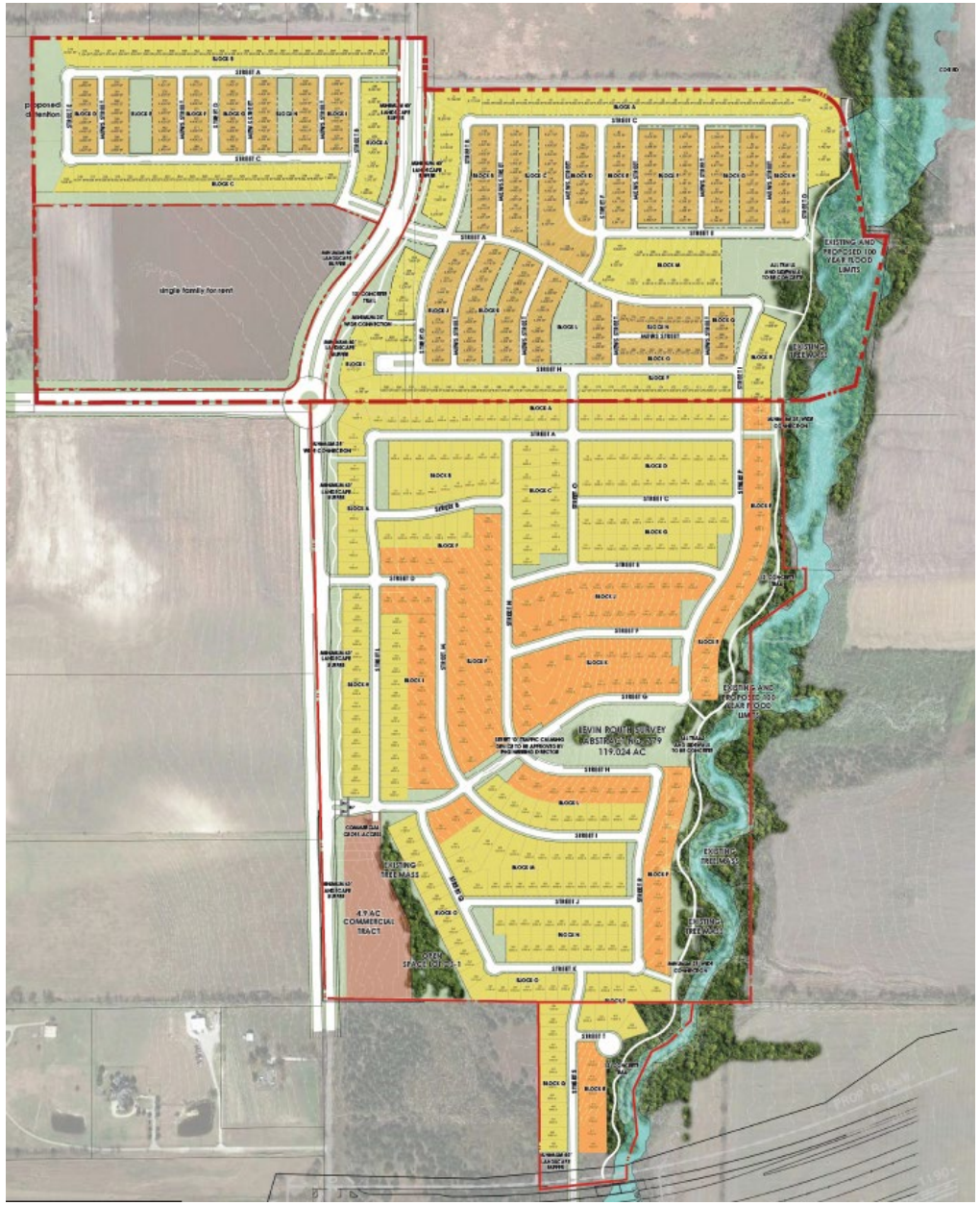
Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited

BACKGROUND

- The subject property is approximately 253 acres, and located both within both the City Limits and the Extraterritorial Jurisdiction
- A Development Agreement which outlined the future annexation and zoning was approved in August 2021
- The applicant's request is to annex and zone the property per the approved DA for a master planned community

Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited

CONCEPT PLAN



OVERVIEW

- Extensive open spaces and parks throughout community, an amenity center overlooking the creek, splash pad and a trail parallel along the creek
- Compliance with Neighborhood Vision Book
- 25 acres reserved for single-family for rent (MF-0)
- Lot Mix:
  - 40s: Maximum 35%
  - 55s: Flexible
  - 60s: Minimum 20%

Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited

POLICY CONSIDERATIONS

- The development includes a mixture of lot sizes
- Follows city standards (extensive open space, architecture, etc.)
- The proposed annexation brings additional acreage into the City limits
- The City's trail network is expanded
- The request is in compliance with the approved DA

Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its August regular meeting
- Staff recommends approval as presented, per the governing DA

Attachment: Staff Presentation (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
TUSCANY ESTATES PH. 2 (SOUTHERN PORTION) ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 9 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED NORTH OF THE FUTURE COLLIN COUNTY OUTER LOOP AND APPROXIMATELY 940 FEET EAST OF FUTURE COIT ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of September, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 29th day of August, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are

Attachment: Draft Ordinance (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of September, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

8.339 acre tract

Being 8.339 acres in the Levin Routh Survey, Abstract No. 779, being a part of a called 317.729 acre tract of land described in the deed to Belknap FP, LTD, recorded in Instrument No. 98-0123881, Real Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a called 119.024 acre tract of land described in the deed to Celina Land Development LLC, recorded in Instrument No. 201901110000397300, said Official Public Records of Collin County, Texas for the northwest corner of said 317.729 acre tract, common to the northeast corner of a called 28.731 acre tract of land described in the deed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, said Official Public Records, from which a 1/2-inch iron rod found for reference bears S00°44'32"E, a distance of 2.47 feet;

THENCE S89°47'43"E, with the northerly line of said 317.729 acre tract and the southerly line of said 119.024 acre tract, a distance of 667.88 feet to a point in or near the approximate center of Wilson Creek;

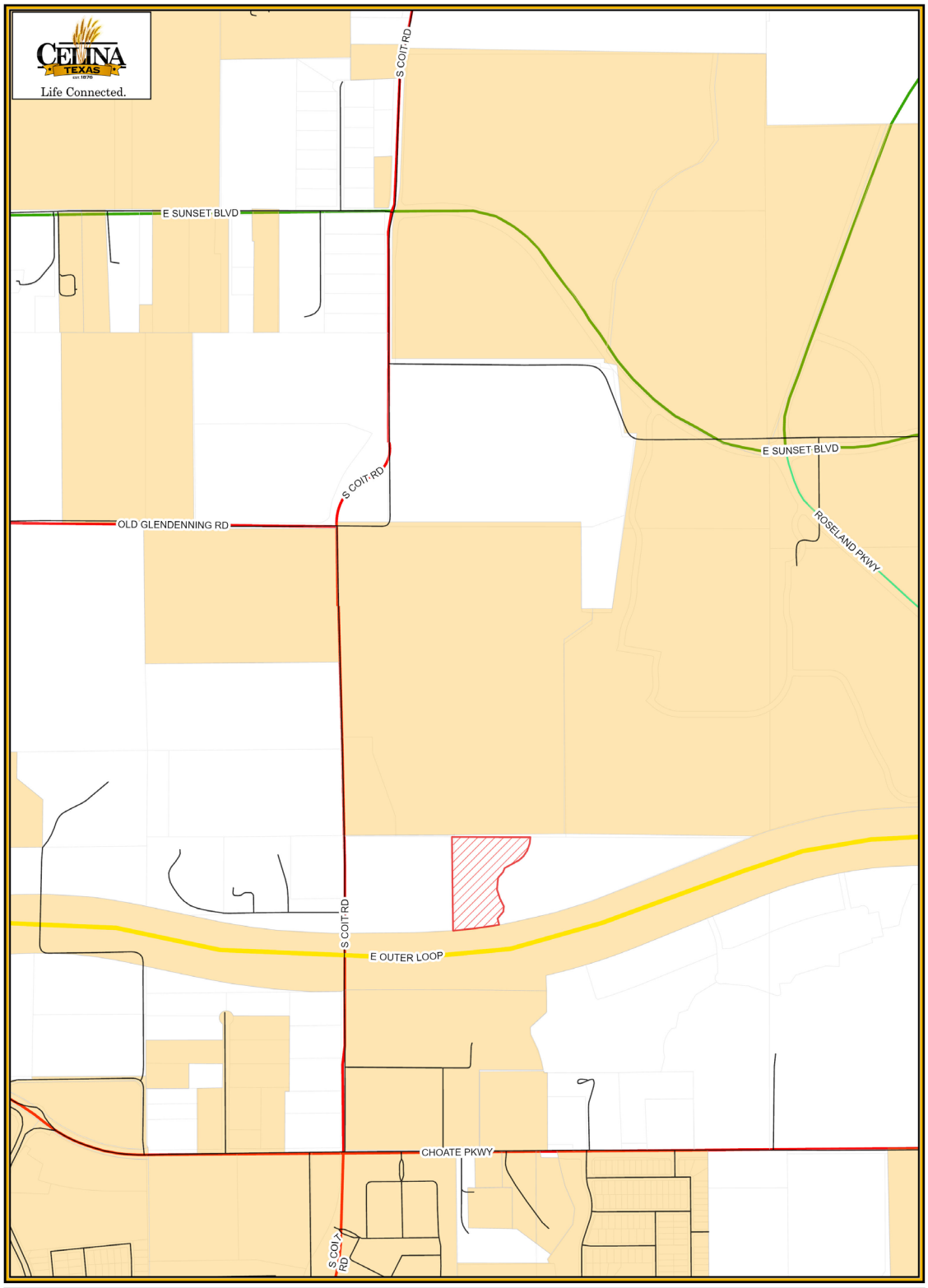
THENCE with the meanders of said creek, traversing through said 317.729 acre tract of land, the following Thirteen (13) courses and distances:

1. S06°02'26" W, a distance of 53.86 feet;
2. S19°07'11" W, a distance of 64.03 feet;
3. S33°39'52" W, a distance of 58.70 feet;
4. S48°50'02" W, a distance of 49.50 feet;
5. S61°18'45" W, a distance of 140.62 feet;
6. S21°47'28" W, a distance of 37.63 feet;
7. S41°58'57" W, a distance of 62.56 feet;
8. S05°20'22" W, a distance of 100.51 feet;
9. S17°57'34" E, a distance of 83.17 feet;
10. S26°30'46" E, a distance of 72.88 feet;
11. S06°00'09" W, a distance of 44.42 feet;
12. S40°01'05" W, a distance of 76.01 feet;
13. S13°39'27"E, a distance of 59.01 feet to a point in the North right-of-way line of Collin County Outer Loop (500 foot width right-of-way), as described in deed to Collin County, recorded in Instrument Number 20191003001242980, Official Public Records of Collin County, Texas, said point being the beginning of a curve to the right;

THENCE, with the North right-of-way line of said Collin County Loop, along said curve to the right an arc distance of 366.44 feet, having a radius of 4720.50 feet, a central angle of 04°26'52", and a chord which bears S82°50'06"W, a distance of 366.35 feet to a point, being in the West line of said 317.729 acre tract of land, same being the East line of that certain called 28.731 acre tract of land described in the deed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, Official Public Records of Collin County, Texas;

THENCE N00°43'46"W, with the West line of said 317.729 acre tract of land, same being the East line of said 28.713 acre tract of land, a distance of 796.73 feet to the POINT OF BEGINNING and containing 8.339 acres of land.

Attachment: Draft Ordinance (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)



Attachment: Draft Ordinance (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

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 (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

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 (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

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 (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Tuscany Estates Ph. 2 - PD Zoning

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. 106 on approximately 253 acres, generally located 1,100 feet south of Sunset Boulevard and east and west of future Coit Road. (Tuscany Estates Ph. 2 – PD Zoning) (Mohan)

Applicant:
Taylor Morrison
6735 Salt Cedar Way, Bldg. 1, Ste. 200
Frisco, TX 75034

Background Information:
This item is for amending the Concept Plan and Development Regulations of Planned Development (PD) No. 106 for Tuscany Estates Ph. 2. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

E J FRED SMITH PKWY
N COIT RD
N LOUISIANA DR
MALONE/LYNN CONNECTION
LYNN STAMBAUGH PKWY
N PRESTON RD
PECAN ST
FM 455
WALNUT ST
OKLAHOMA DR
S LOUISANA DR
OUSLEY BLVD
N ROSELAND PKWY
ASH ST
BUS 289
S COIT RD
W SUNSET BLVD
E SUNSET BLVD
S PRESTON RD
OLD GLENDENNING RD
E GLENDENNING PKWY
ROSELAND PKWY
E OUTER LOOP
W OUTER LOOP
CHOATE PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
E OWNSBY PKWY

Attachment: Location Map (Tuscany Estates Ph. 2 – PD Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Tuscany 2
Location Map
City of Celina

8/2/2022

N W E S

0 1,250 2,500 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
TUSCANY ESTATES PH. 2
AN AMENDMENT TO PLANNED DEVELOPMENT #106

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 253 ACRES LOCATED IN THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779 AND THE CHARLES P. RICE SURVEY, ABSTRACT NO. 771, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED 1,100 FEET SOUTH OF SUNSET BOULEVARD AND EAST AND WEST OF FUTURE COIT ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 106; 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 August 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Splash Pad Area Depiction, Trails and Open Space Improvements, and Development Regulations, set forth in Exhibit "C", "D," "E", and "F" respectively, 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

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

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 establish the zoning classification for the Property as "PD" Planned Development District No. 106 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:	Splash Pad Area Depiction
Exhibit E:	Trails and Open Space Improvements
Exhibit F:	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. 106, and incorporates the Concept Plan, Splash Pad Area Depiction, Trails and Open Space Improvements, and Development Regulations, set forth in Exhibit "C", "D," "E", and "F," 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.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

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.

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 (Tuscany Estates Ph. 2 – PD Zoning)

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of September, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

Exhibit A
Legal Description

BEING a 118.9044 acre tract or parcel of land situated in the LEVIN ROUTH SURVEY, Abstract No. 779, Collin County, Texas, and being that certain tract of land described in Special Warranty Deed to Celina Land Development LLC, recorded in Instrument Number. 2019111000037300, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a found PK nail for the southwest corner of said Celina Land Development tract located in the approximate center of County Road 87; said found PK nail also being the northwest corner of that certain tract of land described in Special Warranty Deed to Celina Stone, LLC, recorded in Instrument Number 2016916001237420, O.P.R.C.C.T.;

THENCE North 01 degrees 21 minutes 14 seconds West, along the west line of said Celina Land Development tract and the approximate centerline of said County Road 87, and along the east line of those certain tracts described in documents to Balaji Texas Properties, LLC, recorded in Instrument Number 20160610000729930, O.P.R.C.C.T. and to Richard Weber et ux, recorded in Instrument Number 97-0040053, O.P.R.C.C.T. and Robert Pickens, recorded in Volume 1772, Page 229, Deed Records, Collin County, Texas (D.R.C.C.T.), a distance of 2632.39 feet to a found PK nail for the northwest comer of said Celina Land Development tract and the northeast corner of said Pickens tract; said found PK nail also being on the south line of that certain tract described in document to A. J. Malone, recorded in Volume 256, Page 340, D.R.C.C.T.;

THENCE South 89 degrees 57 minutes 04 seconds East, along the north line of said Celina Land Development tract and the south line of said Malone tract and along the south line of that certain tract described in document to A. J. McKnight, recorded in Instrument Number 2003-02311730, O.P.R.C.C.T., a distance of 2086.84 feet to a found 3/8 inch iron rod for the northeast comer of said Celina Land Development tract;

THENCE South 00 degrees 18 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 722.83 feet to a found 3/4 inch iron rod;

THENCE South 88 degrees 22 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 85.28 feet to a point being the north end of a Boundary Line Agreement by and between Celina/Coit Road, LLC and The Parks at Wilson Creek, L.P., recorded in Instrument Number 20190111000037290, O.P.R.C.C.T.;

THENCE South 01 degrees 59 minutes 21 seconds West, along said Boundary Line Agreement, a distance of 96.45 feet to a found capped iron rod;

THENCE South 54 degrees 1'4 minutes 20 seconds West, along said Boundary Line Agreement, a distance of 296.98 feet to a found 1/2 inch iron rod;

THENCE South 00 degrees 38 minutes 09 seconds East, along said Boundary Line Agreement, a distance of 1641.53 feet to a found 1/2 inch capped iron rod for the southeast corner of said Celina Land Development tract as determined by said Boundary Line Agreement; said found 5/8
inch iron rod also being located on the north line of that certain tract described in document to Belknap FP, Ltd., recorded in Volume 4288, Page 162, D.R.C.C.T.;

THENCE North 89 degrees 47 minutes 44 seconds West, along the south line of said Celina Land Development tract, the north line of said Belknap FP Ltd. tract, and continuing along the north line of the aforementioned Celina Stone, LLC tract, a distance of 1887.64 feet to the Point of Beginning, and containing 118.9044 Acres (5,179,477 square feet) of land.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

62.671 Acre Tract

LEGAL DESCRIPTION

Being all that certain tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of that certain called 62.671 acre tract described as a part of the Fifth Tract of a called 103.44 acre tract conveyed to Albertie Malone by deed of record in Volume 423, PAge 402 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds and follows:

BEGINNING at a 1/4" Iron Rod Found at the northwest corner of said Fifth Tract of the called 103.44 acre tract, same being the northeast corner of a called 41.549 acre tract conveyed to Joseph A Miller, by instrument No. 20160506000552620 of the Official Public Records of Collin County, Texas, from which a 1/2" Iron Rod Found bears N89°56'42"W a distance of 458.95 feet;

THENCE with the north line of the Fifth Tract of the called 103.44 acre tract the following two (2) bearing and distances:

1. S89°48'38"E a distance of 517.04 feet to a 1/2" Iron Rod Found at the southeast corner of a called 1.95 acre tract conveyed to Cary T. Carroll by instrument of record in Document No. 20120831010002200 of the Official Public Records of Collin County, Texas;

2. S89°58'46"E a distance of 1151.28 feet to a 5/8" Iron Rod Set with plastic cap which reads "LANDPOINT" in County Road 90 and the west line of a called 517.454 acre tract conveyed to The Parks At Wilson Creek, L.P. by instrument of record Document No. 20130830001229380 of the Official Public Records of Collin County, Texas, for the northeast corner of the Fifth Tract of the called 103.44 acre tract, from which a Mag Nail Found bears North 89°16'35" East, a distance of 9.17 feet;

THENCE S00°19'11"E, along the centerline of County Road 90, same being the east line of the Fifth Tract of the called 103.44 acre tract, same being the west line of said 517.454 acre tract, a distance of 270.54 feet to an Iron Rod Set at a southeast corner of said 517.454 acre tract, same being the northwest corner of a called 62.700 acre tract of land conveyed to Clifton McKnight and Bryan Jeffrey McKnight by instrument of recorded in Document No. 20181116001414940 of the Official Public Records of Collin County, Texas, and being at the apparent intersection of the centerline of County Road 92 running east and west and the centerline County Road 90 running north and south.

THENCE S00°03'56"E, continuing along the centerline of County Road 90, the east line of the Fifth Tract of the called 103.44 acre tract, and the west line of said 62.700 acre tract, a distance of 1373.17 feet to an Iron Rod Set at southeast corner of the Fifth Part of the called 103.44 acre tract, same being the southwest corner of said 62.700 acre tract, the north line of a called 119.024 acre tract of land conveyed to Celina Land Development LLC by instrument of record in Document No. 201901110000397300 of the Official Public Records of Collin County, Texas, and being at the apparent intersection of the centerline of County Road 90 running east and west and the centerline County Road 90 running north and south.

THENCE with the south line of the Fifth Tract of the called 103.44 acre tract and the centerline of County Road 90, the following two (2) bearing and distances:

1. N89°55'09"W a distance of 442.77 feet to a Mag Nail Found at the northwest corner of said 119.024 acre tract, same being the northeast corner of a called 44.25 acre tract conveyed to Celina Independent School District by instrument of record in Document No. 2019092331175910 of the Official Public Records of Collin County, Texas;

2. S89°57'13"W a distance of 1208.90 feet to a 1/4" Iron Rod Found at the southwest corner of the Fifth Tract of the called 103.44 acre tract, same being the southeast corner of said 41.549 acre tract;

3. THENCE N00°41'13"W along the west line of the Fifth Tract of the called 103.44 acre tract, same being the east line of 41.549 acre tract, a distance of 1646.29 feet to the POINT OF BEGINNING and containing 62.671 acres of land.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

62.140 Acre Tract

LEGAL DESCRIPTION

BEING all that certain tract of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, and being all of a called 62.700 acre tract of land described in the deed to Clifton Van McKnight and Bryan Jeffery McKnight, recorded in Instrument No. 20181116001414940, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail found at the intersection of County Road 90 and County Road 92 and in the easterly line of a called 103.44 acre tract of land described as Fifth Tract in the deed to Albertie Malone, recorded in Volume 423, Page 402, Deed Records of Collin County, Texas for the northeast corner of said 62.700 acre tract, common to the western–most southwest corner of a called 517.454 acre tract of land described in the deed to The Parks at Wilson Creek, L.P., recorded in Instrument No. 20130830001229380, said Official Public Records;

THENCE South 89°54'49" East, in said County Road 92 with the northerly line of said 62.700 acre tract and a southerly line of said 517.454 acre tract, a distance of 1742.37 feet to a mag nail set for the northeast corner of said 62.700 acre tract;

THENCE South 49°40'37" East, continuing in said County Road 92 and with the easterly line of said 62.700 acre tract, a distance of 131.83 feet to a mag nail set for corner;

THENCE South 21°16'13" East, continuing in said County Road 92 and the easterly line of said 62.700 acre tract, a distance of 308.25 feet to a mag nail set for corner in a westerly line of said 517.454 acre tract;

THENCE with the common line of said 62.700 acre tract and said 517.454 acre tract the following three (3) courses:

1. South 06°18'48" East, a distance of 258.73 feet;
2. South 89°12'47" East, a distance of 106.69 feet to a mag nail found in said County Road 92 for a salient corner of said 62.700 acre tract, common to a re–entrant corner of said 517.454 acre tract;
3. South 07°36'21" West, a distance of 644.65 feet to a 5/8–inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) for the southeast corner of said 62.700 acre tract;

THENCE South 69°28'40" West, with the southerly line of said 62.700 acre tract, a distance of 293.24 feet to capped iron rod set for corner from which a 1/2–inch iron rod found for reference bears North 00°03'23" East, a distance of 1.47 feet;

THENCE North 89°55'09" West, continuing with the southerly line of said 62.700 acre tract, passing at a distance of 86.35 feet a 1/2–inch iron rod found for the northeast corner of a called 119.024 acre tract of land described in the deed to Celina Land Development LC, recorded in Instrument No. 20190111000039730O, said Official Public Records, continuing on said course with the northerly line of said 119.024 acre tract, a total distance of 1728.31 feet to a capped iron rod set at a bend in said County Road 90 for the southwest corner of said 62.700 acre tract, common to the southeast corner of said 103.44 acre tract, from which a mag nail found for the northwest corner of said 119.024 acre tract bears North 89°55'09" West, a distance of 442.77 feet;

THENCE North 00°03'56" West, in said County Road 90 with the westerly line of said 62.700 acre tract and the easterly line of said 103.44 acre tract, a distance of 1373.17 feet to the POINT OF BEGINNING and enclosing 62.140 acres of land, more or less.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

8.339 acre tract

Being 8.339 acres in the Levin Routh Survey, Abstract No. 779, being a part of a called 317.729 acre tract of land described in the deed to Belknap FP, LTD, recorded in Instrument No. 98-0123881, Real Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a called 119.024 acre tract of land described in the deed to Celina Land Development LLC, recorded in Instrument No. 201901110000397300, said Official Public Records of Collin County, Texas for the northwest corner of said 317.729 acre tract, common to the northeast corner of a called 28.731 acre tract of land described in the deed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, said Official Public Records, from which a 1/2-inch iron rod found for reference bears S00°44'32"E, a distance of 2.47 feet;

THENCE S89°47'43"E, with the northerly line of said 317.729 acre tract and the southerly line of said 119.024 acre tract, a distance of 667.88 feet to a point in or near the approximate center of Wilson Creek;

THENCE with the meanders of said creek, traversing through said 317.729 acre tract of land, the following Thirteen (13) courses and distances:

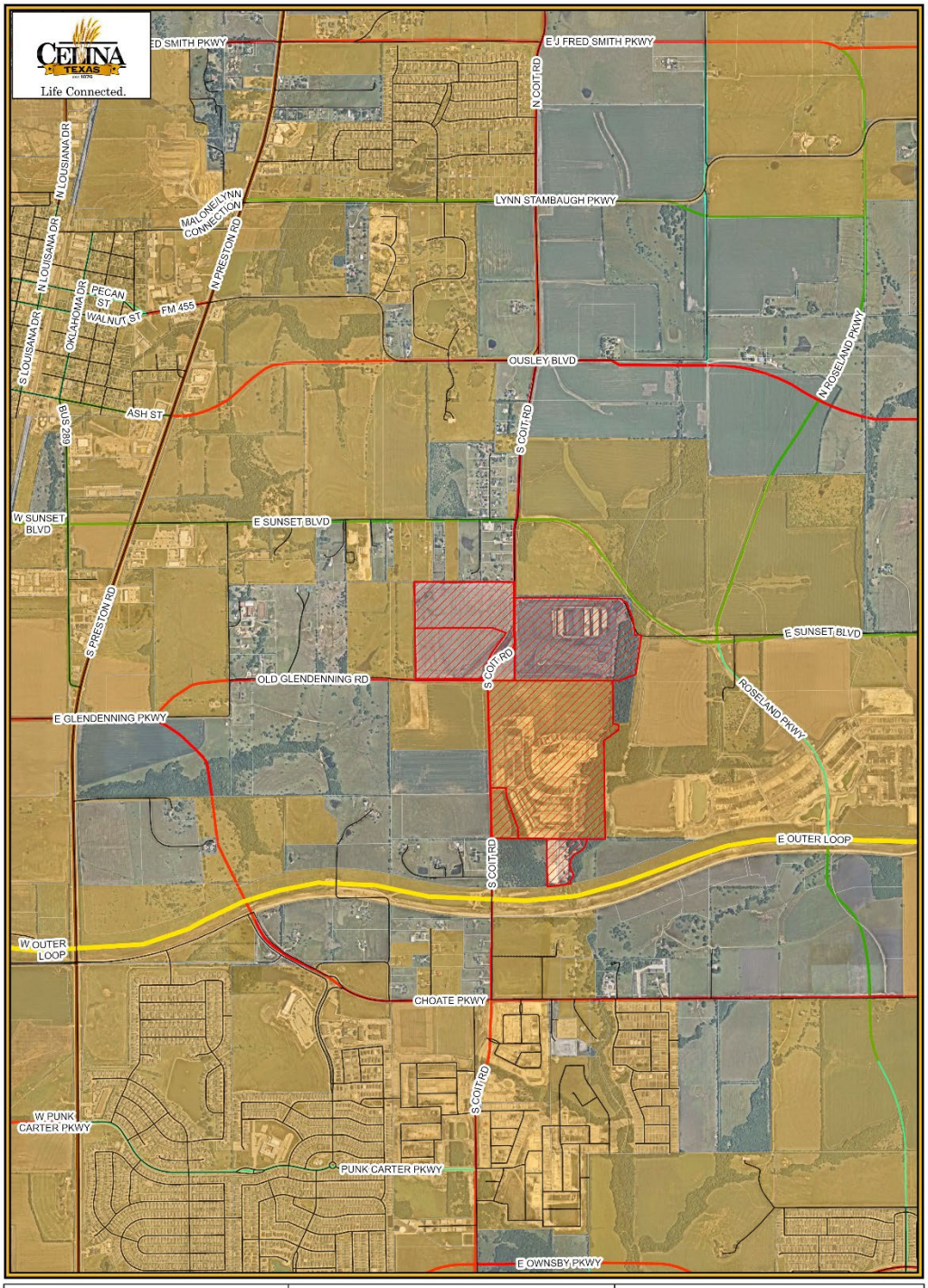
1. S06°02'26" W, a distance of 53.86 feet;
2. S19°07'11" W, a distance of 64.03 feet;
3. S33°39'52" W, a distance of 58.70 feet;
4. S48°50'02" W, a distance of 49.50 feet;
5. S61°18'45" W, a distance of 140.62 feet;
6. S21°47'28" W, a distance of 37.63 feet;
7. S41°58'57" W, a distance of 62.56 feet;
8. S05°20'22" W, a distance of 100.51 feet;
9. S17°57'34" E, a distance of 83.17 feet;
10. S26°30'46" E, a distance of 72.88 feet;
11. S06°00'09" W, a distance of 44.42 feet;
12. S40°01'05" W, a distance of 76.01 feet;
13. S13°39'27"E, a distance of 59.01 feet to a point in the North right-of-way line of Collin County Outer Loop (500 foot width right-of-way), as described in deed to Collin County, recorded in Instrument Number 20191003001242980, Official Public Records of Collin County, Texas, said point being the beginning of a curve to the right;

THENCE, with the North right-of-way line of said Collin County Loop, along said curve to the right an arc distance of 366.44 feet, having a radius of 4720.50 feet, a central angle of 04°26'52", and a chord which bears S82°50'06"W, a distance of 366.35 feet to a point, being in the West line of said 317.729 acre tract of land, same being the East line of that certain called 28.731 acre tract of land described in the deed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, Official Public Records of Collin County, Texas;

THENCE N00°43'46"W, with the West line of said 317.729 acre tract of land, same being the East line of said 28.713 acre tract of land, a distance of 796.73 feet to the POINT OF BEGINNING and containing 8.339 acres of land.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

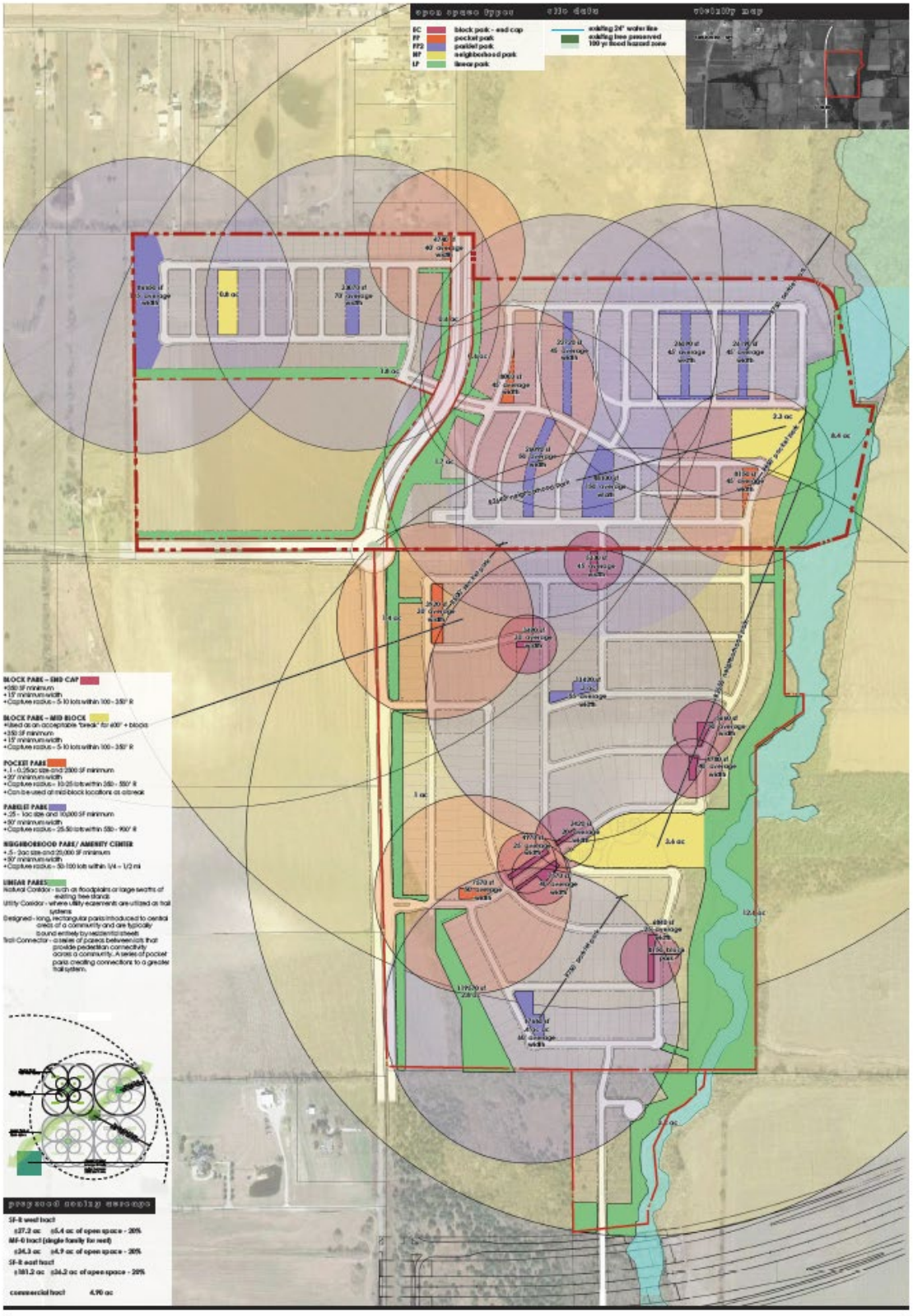
Exhibit C
Concept Plan

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

Exhibit D
Splash Pad Area Depiction

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

Exhibit E
Trails and Open Space Improvements



Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

Exhibit F
Development Regulations

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 commercial portion of the Planned Development shall be C, Commercial, Office, & Retail District, and MF-0 (Horizontal Multi-Family) for the MF-0 tract.

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 principal regional waterway and 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 SF-R tracts' amenity package will include:

- 12' concrete trail per the Trails Master Plan, as shown on Concept Plan. The 12' concrete trail for each development phase must be constructed before the next development phase begins.
- The trail shall maintain multiple trail connections into the adjacent street's sidewalks, in addition to view corridors along Wilson Creek, generally as shown on the Concept Plan.
- Located east of Coit Road will be one large Amenity Center to have a large open air shade structure, swimming pool, bathrooms, fire pits, dog park, and playground.
- The clubhouse and swimming pool must start construction before the 2nd phase begins.
- Located west of Coit Road will be a community splash pad, small shade structure, and playground (as depicted in the Splash Pad Area Depiction). MF-0 amenities cannot count toward this requirement.
- The northeastern open space area, located east of Coit and along Wilson Creek, should include a small shade structure and playground. Remaining open space areas shall be amenitized per the NVB.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

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:

- Linear trail along Wilson Creek
- Large, centralized amenity center overlooking Wilson Creek, in addition to other open space areas that are large enough to be amenitized.
- Meaningful incorporation of open space throughout the neighborhood. Green areas on the Concept Plan shall be retained and of sufficient size to meet the NVB.
- The wooded area east of the commercial tract may count toward the 20% open space requirement if it remains a wooded environment. Not more than 50% of tree count can be removed to meet these criteria. Undergrowth and lower branches can be cleared for safety, visibility, and drainage.

Lot Regulations for SF-R:
The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Single Family density can be allowed to maximum overall density of 4.0 units per acre. With the proposed re-alignment of Coit Roadway between the tracts, the lot mix might slightly adjust, but the intent, per Concept Plan, is as follows:
  - West Tract: 64 - 40' lots, 57 - 55' lots.
  - East Tract: 177 - 40' lots, 356 - 55' lots, 167 - 60' lots.

- 55' and 60' lot sizes shall be front loaded. 40' lots require alleys.
- Minimum lot size variation is 5.0'.
- Smallest lot size maximum percentage is 35%, measured overall for the site per Concept Plan. If any conflicts arise, the Concept Plan will govern.
- Front and rear year setbacks shall be the following:
  - Front/rear yards for 55' and 60' lot sizes shall total at least 40'.
  - Front/rear yards for 40' lot size shall total at least 30'.
- 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-way line shall be 35'.

Regulations for MF-0 (Horizontal Multi-Family)
The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Maximum gross density of 12 units/per acre.
- Maximum building height is 36' and two (2) stories.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

- A 6' masonry wall is required along all perimeters. Per the Concept Plan, if a wide landscape buffer is installed, effectively separating the MF-0 and SF-R tracts, then a wall along the shared boundary may instead be replaced by the landscape buffer, so long as the adjacent fencing (on each product type) is open decorative metal, with associated landscaping and a minimum 6' wide concrete sidewalk.
- No gates crossing the fire lanes are allowed.
- At least one vehicular cross access point shall be provided between the MF-0 and SF-R tract, along with associated pedestrian connections. This shall be the only pedestrian connection required between the MF- 0 and SF-R tracts.
- Wooden privacy residential fences are allowed within the 10' landscape setback. Required perimeter trees 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.
- Percent of enclosed parking (garages) shall meet the MF- I standards of 10% minimum.
- Covered parking and garage parking spaces count toward the minimum required off-street parking.
- Roof pitch shall be a minimum of 5:12.
- Carports shall contain spaces for 4 to 10 vehicles. Building materials may be metal or combination of building materials.
- The required masonry wall may be installed along the western property line, with the private residential fence returns connecting into the wall, so long as the private back yards are a minimum 10' deep and install the required perimeter trees within the yard.
- Distance between residential structures (face to face) shall be a minimum of IO feet.
- Repetition of building elevations is allowed with the use of a minimum of three different building elevations per building type and at least 3 different color schemes for the development.
- A neighborhood pool and amenity area will be provided for residents, per the amenity requirements found in the Zoning Ordinance.
- All units shall abide by the City's single-family architectural design standards for masonry materials, which is 80% brick or stone, with the remainder allowed to be stucco or cementitious fiber-board, on all facades.

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 – PD Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Matusek Tract - PD Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 51 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), and Commercial, Office, and Retail (C) base zoning, generally located south of future Sunset Boulevard and 1,100 feet west of future Custer Road. (Matusek Tract – PD Zoning) (Mohan)

Applicant:
Cambridge Companies
8750 N. Central Expy., Ste. 1735
Dallas, TX 75173

Background Information:
This item is for the zoning of approximately 51 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), and Commercial, Office, and Retail (C) base zoning for the Matusek Tract (to be incorporated within the Parks at Wilson Creek master planned community). Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

E J FRED SMITH PKWY
N CUSTER RD
N PETERMAN PKWY
LYNN STAMBAUGH PKWY
N ROSELAND PKWY
OUSLEY BLVD
OUSLEY BLVD
E SUNSET BLVD
ROSELAND PKWY
E SUNSET BLVD
S PETERMAN PKWY
E OUTER LOOP
S CUSTER RD
CHOATE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Matusek
Location Map
City of Celina

8/1/2022

N
W E
S

0 1,250 2,500 Feet

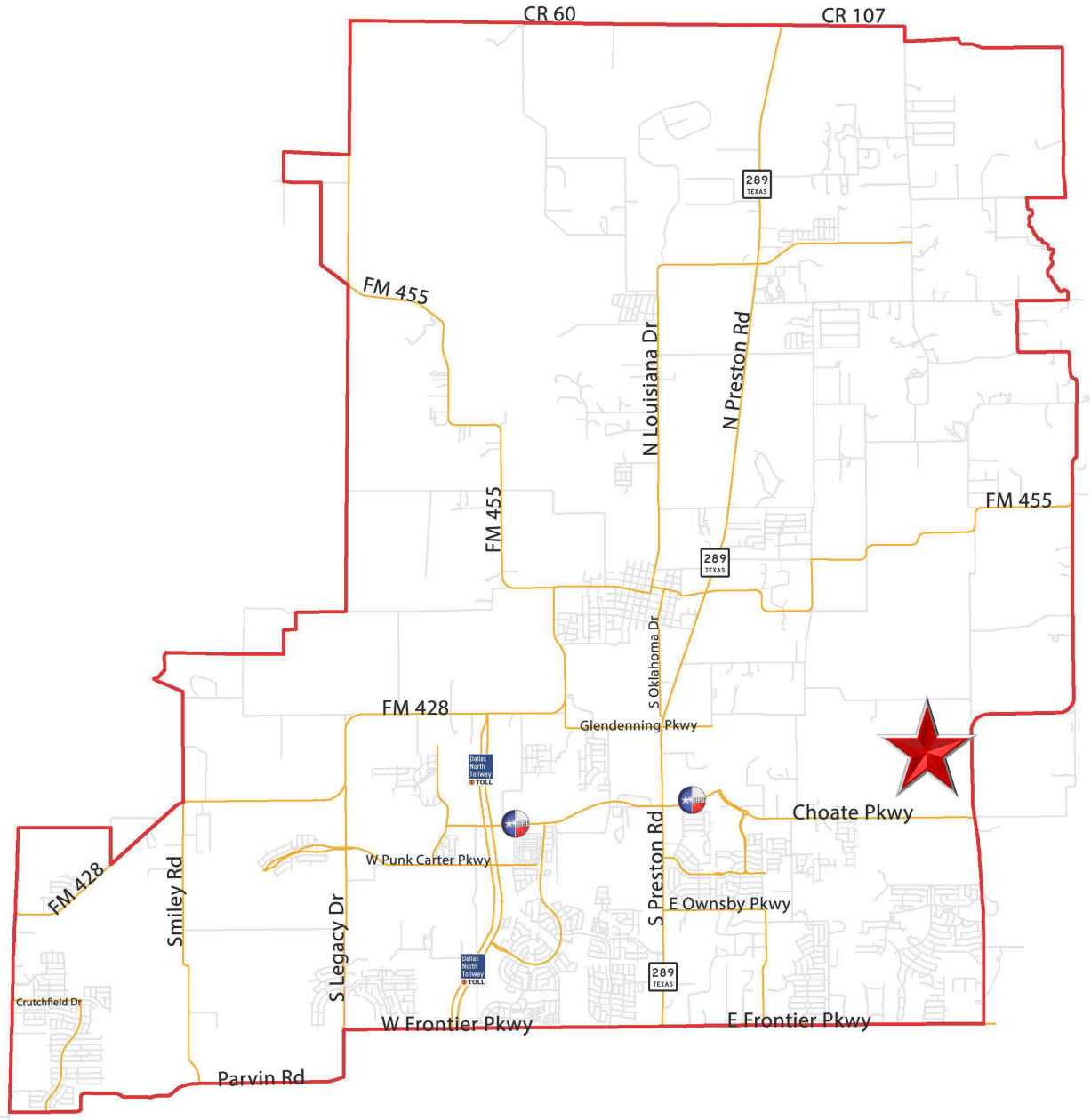
Attachment: Location Map (Matusek Tract – PD Zoning)

MATUSEK TRACT

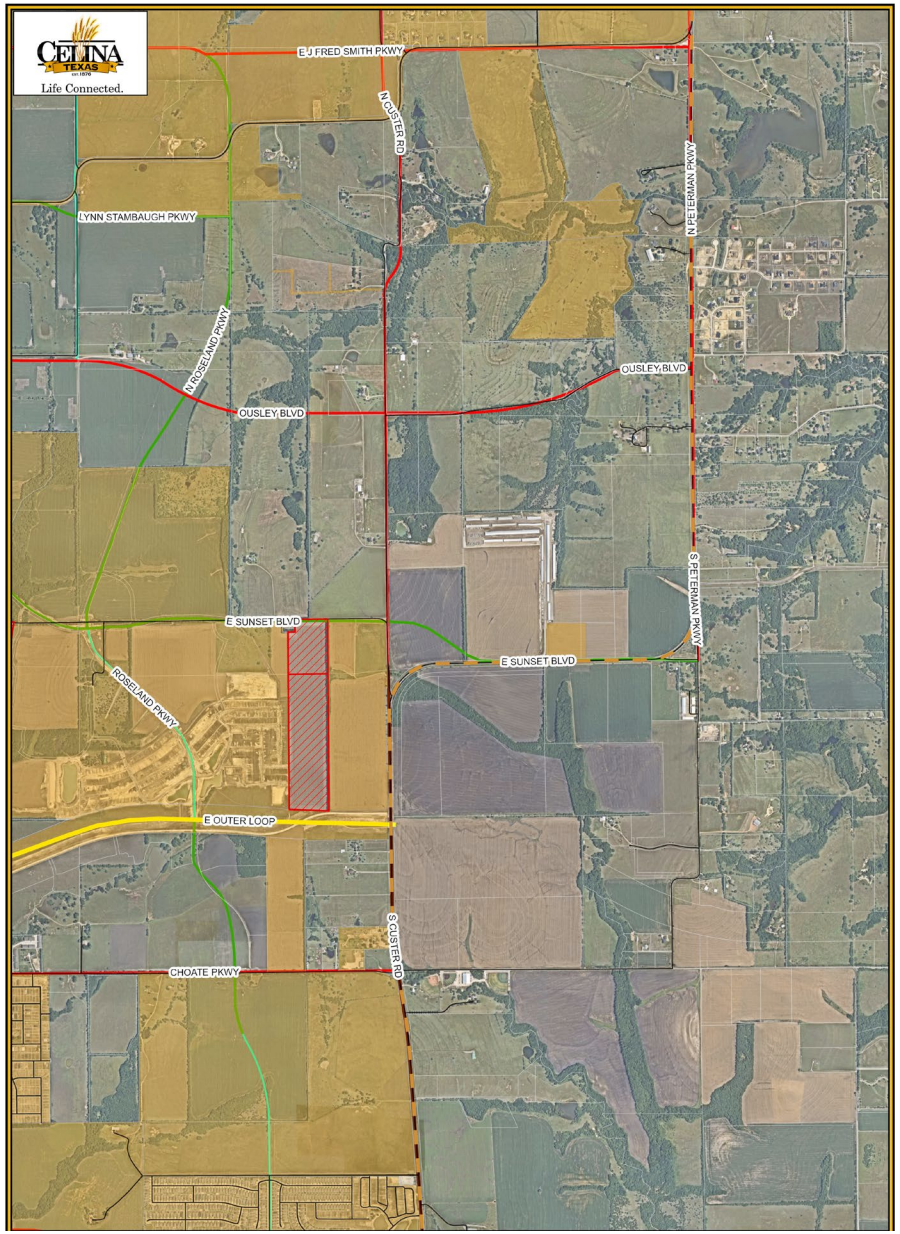
Planned Development

City Council
September 13, 2022

Attachment: Staff Presentation (Matusek Tract – PD Zoning)



Attachment: Staff Presentation (Matusek Tract – PD Zoning)



LOCATION MAP

The subject property is generally located south of future Sunset Boulevard and 1,100 feet west of future Custer Road

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

BACKGROUND

- The subject property is approximately 51 acres and located within the Extraterritorial Jurisdiction (ETJ)
- A Development Agreement which outlined the future annexation and zoning was approved in September 2021
- The applicant is proposing to annex and zone the tract to the existing Parks at Wilson Creek master planned community, per the approved DA

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

CONCEPT PLAN

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

CONCEPT PLAN

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

OVERVIEW

- The agreement contemplated an extension of the existing Parks at Wilson Creek (PAWC) master planned community
- Continues the entitlements within PAWC
- Lot Types:
  - 70s
  - 60s
  - 50s
  - 40s (maximum 15%)
- Matches the existing Parks at Wilson Creek lot mix

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

POLICY CONSIDERATIONS

- The DA brings an additional 51 acres into the City Limits
- City standards apply (architecture, landscape)
- Diverse lot mix
- Part of a master planned community
- The request is in compliance with the approved Development Agreement

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its August regular meeting
- Staff recommends approval as presented, per the governing DA

Attachment: Staff Presentation (Matusek Tract – PD Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
MATUSEK TRACT
PLANNED DEVELOPMENT #137

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 51 ACRES LOCATED IN THE J.B. WILMETH SURVEY, ABSTRACT NO. 985, AND THE J.B. WILMETH SURVEY, ABSTRACT NO. 983, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF FUTURE SUNSET BOULEVARD AND 1,100 FEET WEST OF FUTURE CUSTER ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 137; 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 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated 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 (Matusek Tract – PD Zoning)

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. 137 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. 137, and incorporates the Development Regulations, set forth in Exhibit "C".

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described 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,

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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

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

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of September, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

Exhibit A
Legal Description

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 Ordinance (Matusek Tract – PD Zoning)

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;

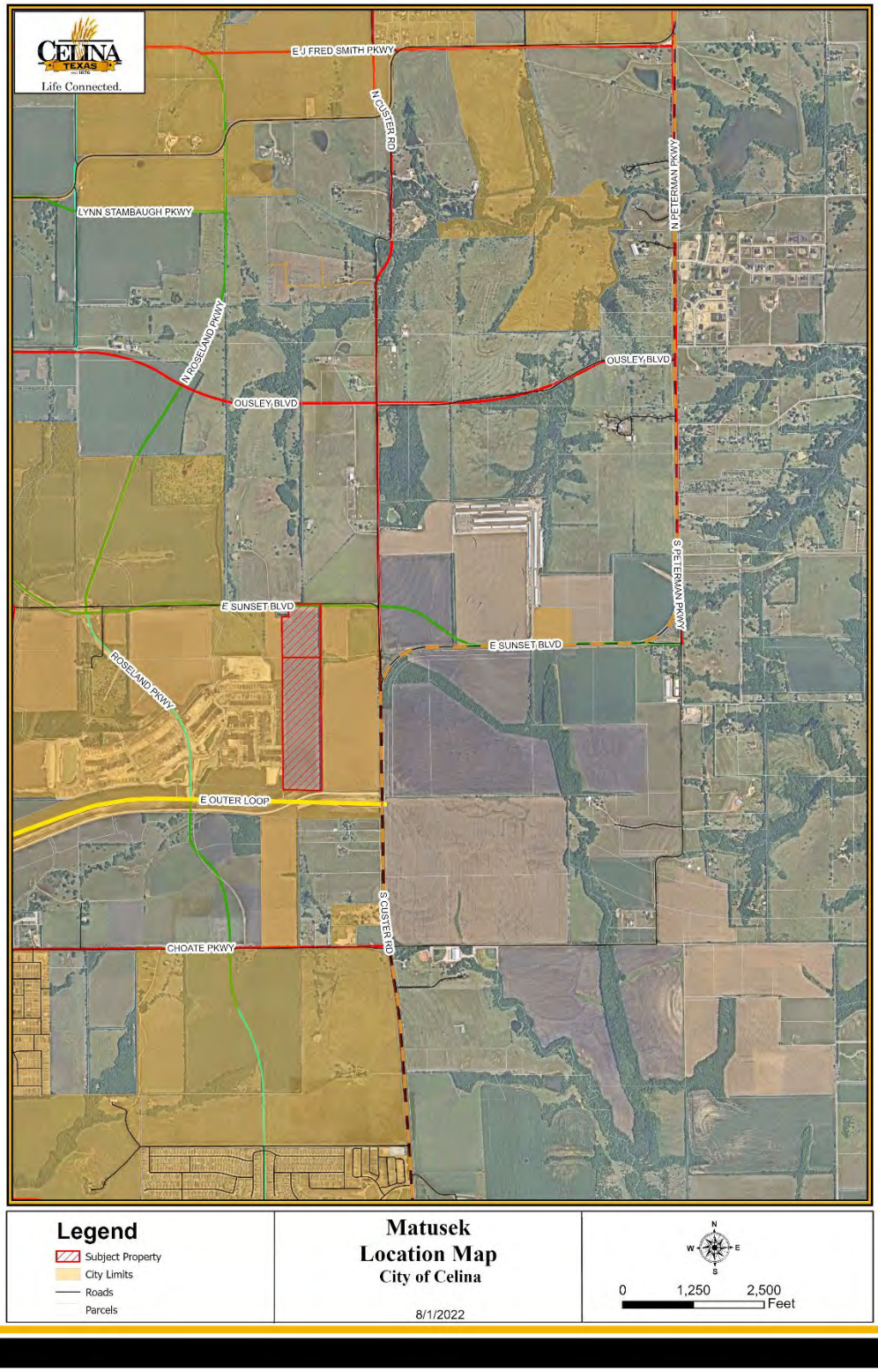
THENCE in a northwesterly direction, with said curve to the right, an arc distance of 683.97 feet to a point for the southwest corner;

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 Ordinance (Matusek Tract – PD Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

Exhibit C
Development Regulations

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 Ordinance (Matusek Tract – PD Zoning)

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

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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.

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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)

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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.

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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.

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

(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

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

(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 Ordinance (Matusek Tract – PD Zoning)

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 Ordinance (Matusek Tract – PD Zoning)

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 Ordinance (Matusek Tract – PD Zoning)

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:

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

(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 Ordinance (Matusek Tract – PD Zoning)

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

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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;

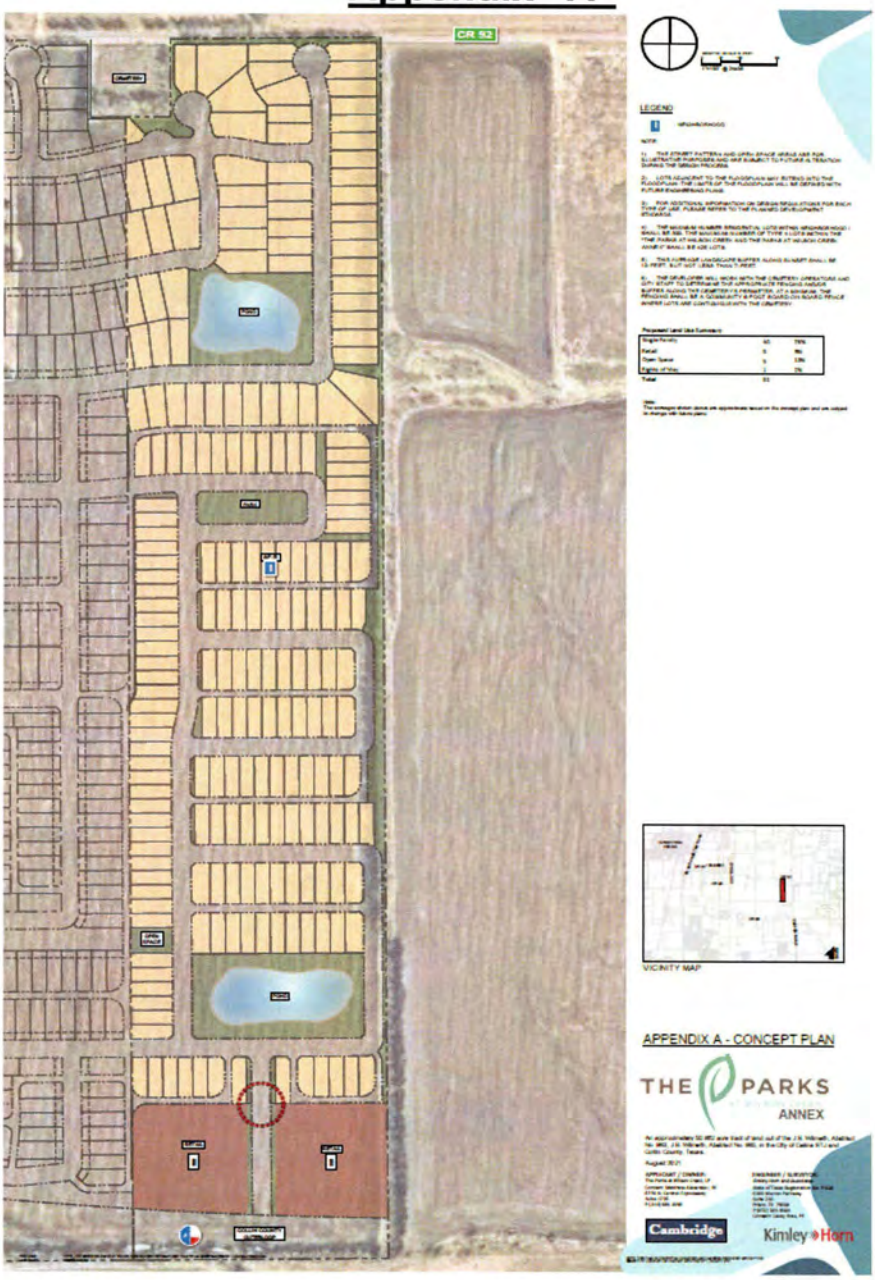
Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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 Ordinance (Matusek Tract – PD Zoning)

Appendix "A"



Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

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 Ordinance (Matusek Tract – PD Zoning)

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.

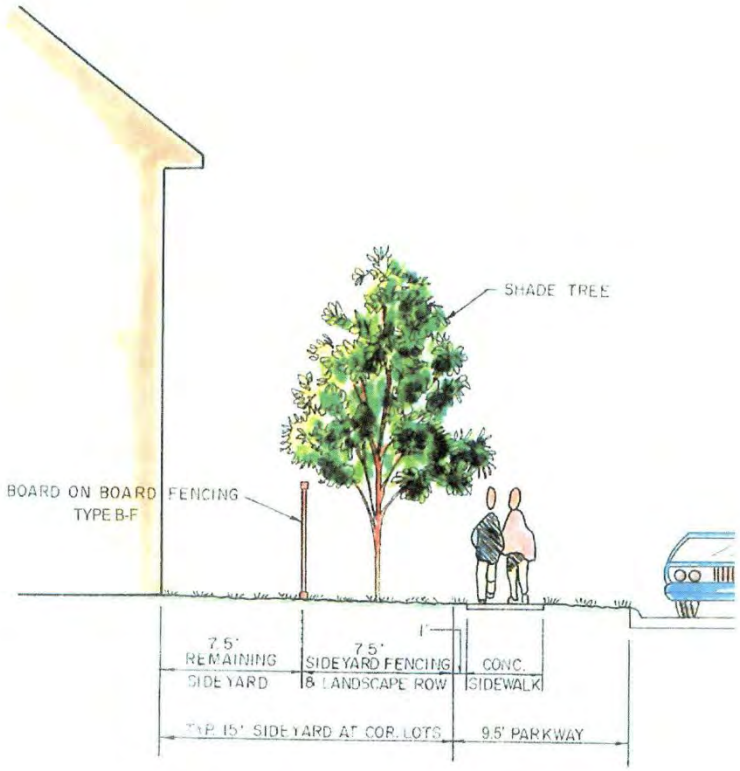
Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

Appendix "C"

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

Appendix "D"

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)



Side Yard Fencing Detail - Residential Street

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

Appendix "F"

Urban Street Section

Attachment: Draft Ordinance (Matusek Tract – PD Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Tuscany Estates Ph. 2 & Matusek Remainder - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to Agricultural District (AG), generally located west of Peterman Parkway, east of Smiley Road, north of Parvin Road, and south of Marilee Road. (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning) (Mohan)

Background Information:
The subject properties are located within various locations of the ultimate growth boundary, and are in association with the Tuscany Estates Ph. 2 and Matusek statutory consent annexation process. The properties will be zoned Agriculture District (AG), which is an appropriate "holding district." Please refer to the attached documents and the associated annexation agenda item for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

W MARILEE RD
E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
N COIT RD
ROBINSON DR
W G A MOORE PKWY
E G A MOORE PKWY
MASSEY DR
O'BRIEN DR
COX LN
CR 994
N COIT RD
N CUSTER RD
W J FRED SMITH PWKY
E J FRED SMITH PKWY
E J FRED SMITH PKWY
FM 455
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
WALNUT ST
PECAN ST
FM 455
N ROSELAND PKWY
MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
OUSLEY BLVD
BUS 289
S COIT RD
W SUNSET BLVD
DALLAS NORTH TOLLWAY
E SUNSET BLVD
McNABB DR
S CELINA PKWY
S PRESTON RD
E SUNSET BLVD
W GLENDENNING PKWY
W GLENDENNING PKWY
OLD GLENDENNING RD
S COIT RD
ROSELAND PKWY
E GLENDENNING PKWY
S LEGACY DR
S CELINA PKWY
E OUTER LOOP
S COIT RD
W OUTER LOOP
LIGHT FARMS WAY
CHOATE PKWY
HUDDLESTON DR
W PUNK CARTER PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
McNABB DR
CAREY RD
W OWNSBY PKWY
E OWNSBY PKWY
CAREY RD
DOE BRANCH BLVD
WORTHINGTON WAY
JOHN CAMPBELL TRL
S COIT RD
WELLS RD
WATERVIEW TRL
LIGHT FARMS WAY
CLEAR CREEK PKWY
W FRONTIER PKWY
E FRONTIER PKWY
FRONTIER PKWY
SMILEY RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Tuscany 2 and Matusek Remainder
Location Map
City of Celina

9/6/2022

N
W E
S

0 3,500 7,000 Feet

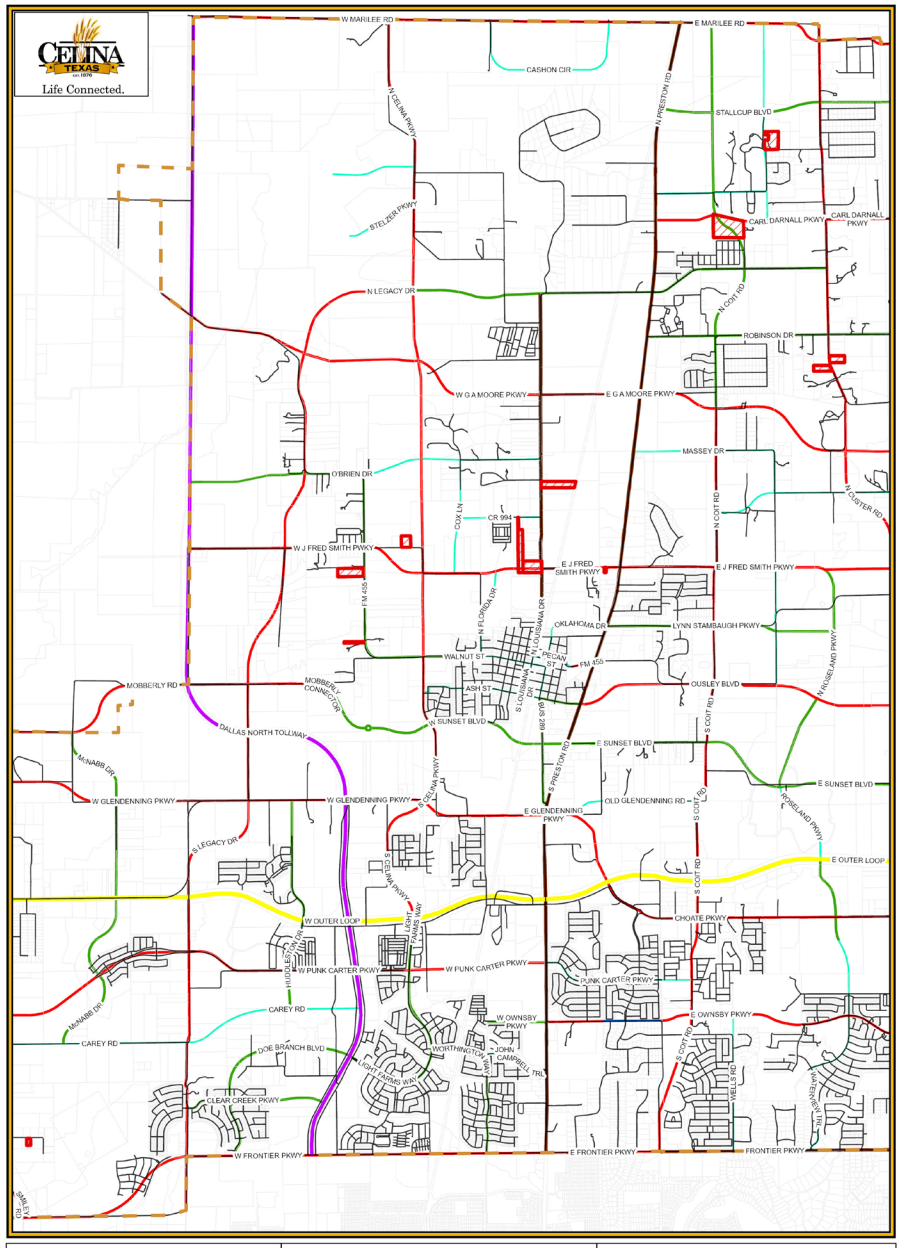
Attachment: Location Map (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

TUSCANY ESTATES PH. 2 & MATUSEK REMAINDER

Zoning

City Council
September 13, 2022

Attachment: Staff Presentation (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

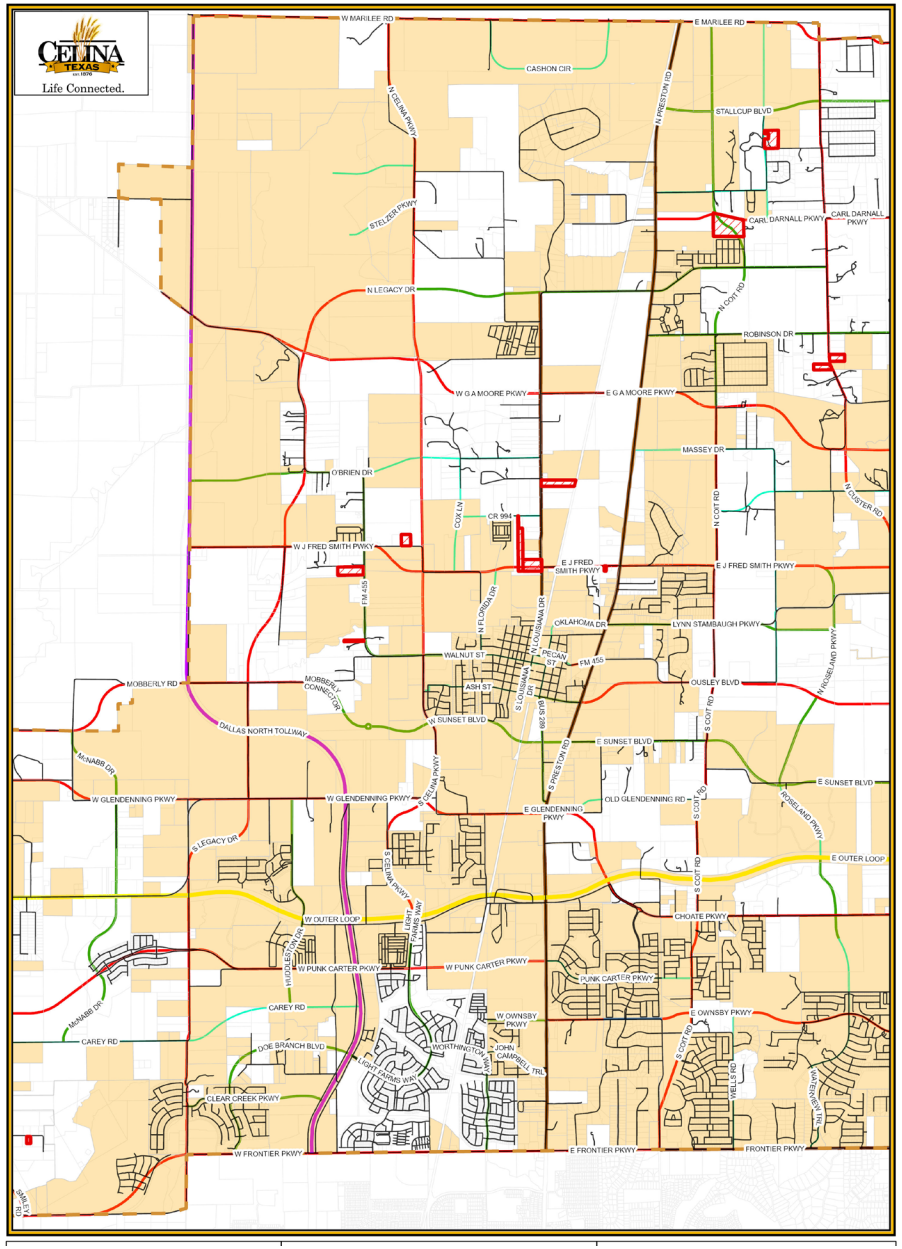


ANNEXATION MAP

Legend

- Ultimate Boundary
- Roads
- Potential Annexations

Attachment: Staff Presentation (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)



LOCATION MAP

The subject properties are located within the ultimate growth boundary of the City of Celina

Attachment: Staff Presentation (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

BACKGROUND

- The properties total approximately 100 acres within the Extraterritorial Jurisdiction
- The properties are in association with the statutory consent annexation process, as governed by State law

Attachment: Staff Presentation (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a "holding district"
- The property owner may in the future request the City to consider another zoning district
- No residents are included in the zoning
- Property owners have not voiced objection to city staff and still have the opportunity to sign a deferral agreement
- 3 property owners (representing 28 acres) on the initial resolution have already found it advantageous to sign deferral agreements

Attachment: Staff Presentation (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval 5-1 (with Commissioner Ousley being the dissenting vote) of the request at its August regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

TIMELINE

- Deferral letters mailed to ETJ property owners
- ~~January 11, 2022 – Annexation Resolution~~
- ~~February 8, 2022 – 1st Public Hearing~~
- ~~July 12, 2022 – Petition Verification~~
- ~~August 9, 2022 – 2nd Public Hearing~~
- September 13, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
TUSCANY ESTATES PH. 2 & MATUSEK REMAINDER ZONING

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 100 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF PETERMAN PARKWAY, EAST OF SMILEY ROAD, NORTH OF PARVIN ROAD, AND SOUTH OF MARILEE ROAD, COLLIN COUNTY AND DENTON, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), 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 (Tuscany Estates Ph. 2 & Matusek Remainder – 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 Agricultural District (AG), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Agricultural District (AG).

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

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

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

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

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of September, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

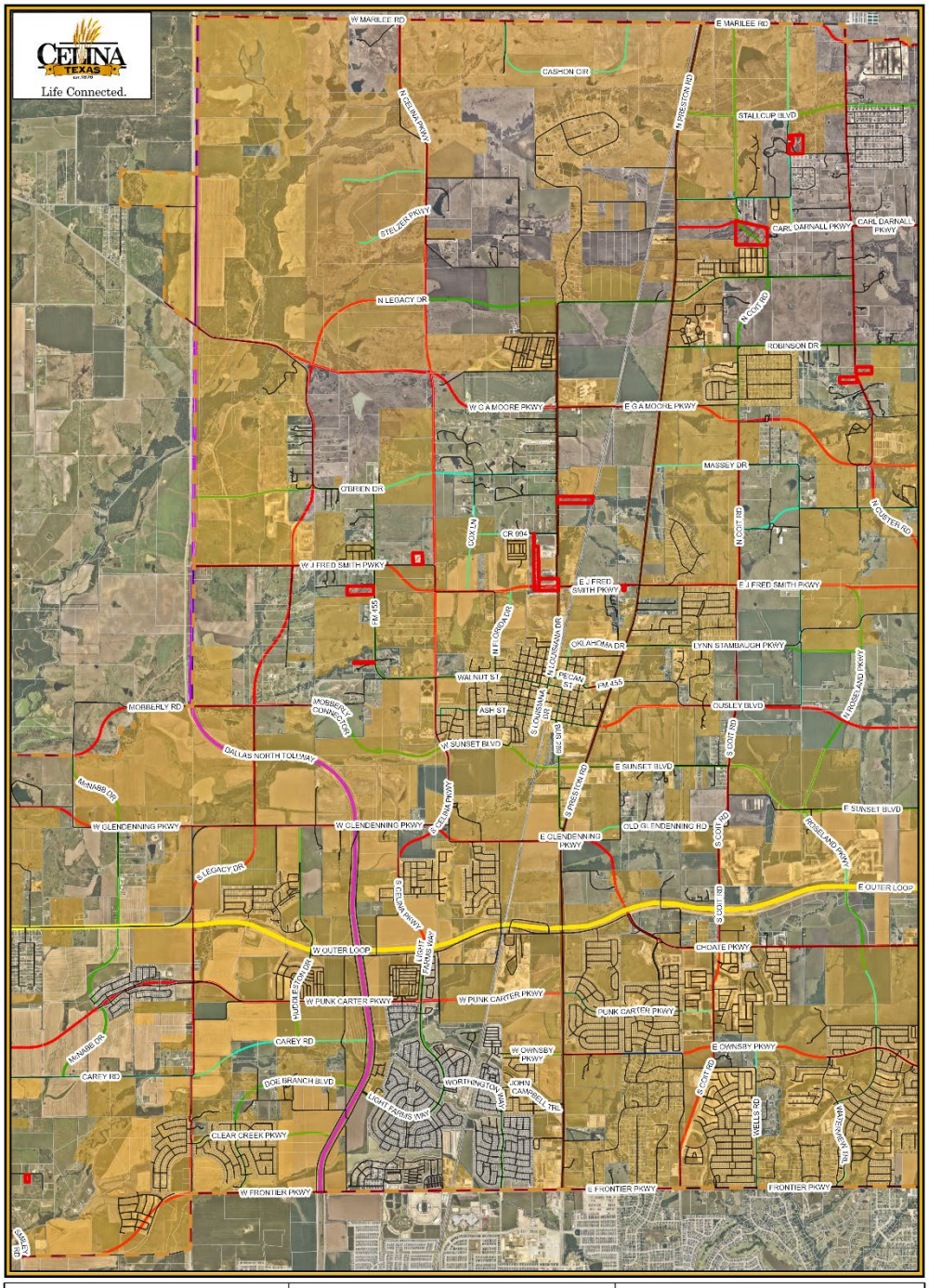
Attachment: Draft Ordinance (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

EXHIBIT A
Legal Description

1. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
2. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),
3. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
4. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
5. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
6. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
7. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
8. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
9. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
10. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
11. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and
12. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

Attachment: Draft Ordinance (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Well South NIA #5 - PID SAP Levy Ordinance

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #5 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #5 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 the Neighborhood Improvement Area #5 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended (Well South NIA #5 - PID SAP Levy Ordinance) (Pollard)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

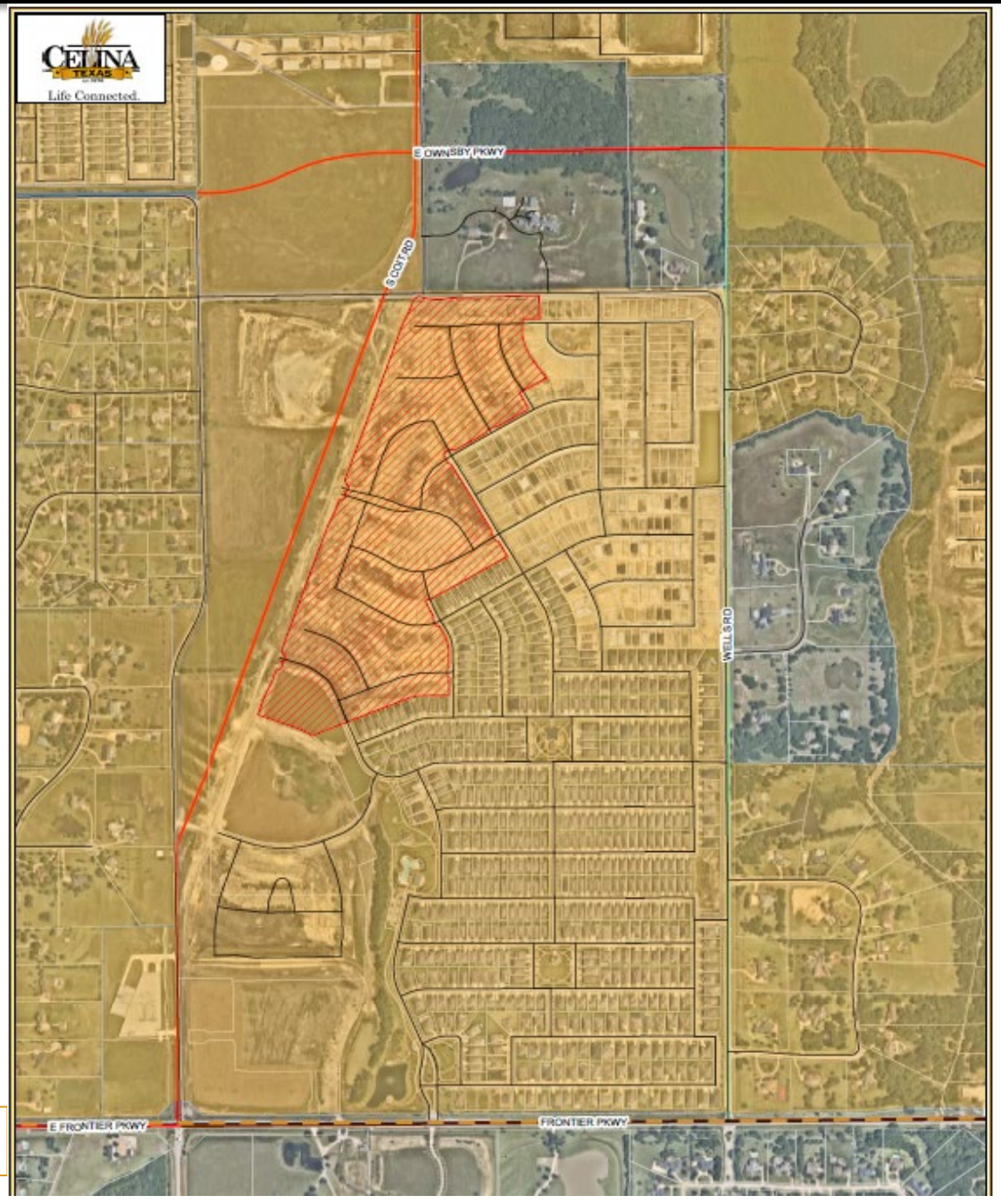
Staff Recommendation:
Staff recommends approval.

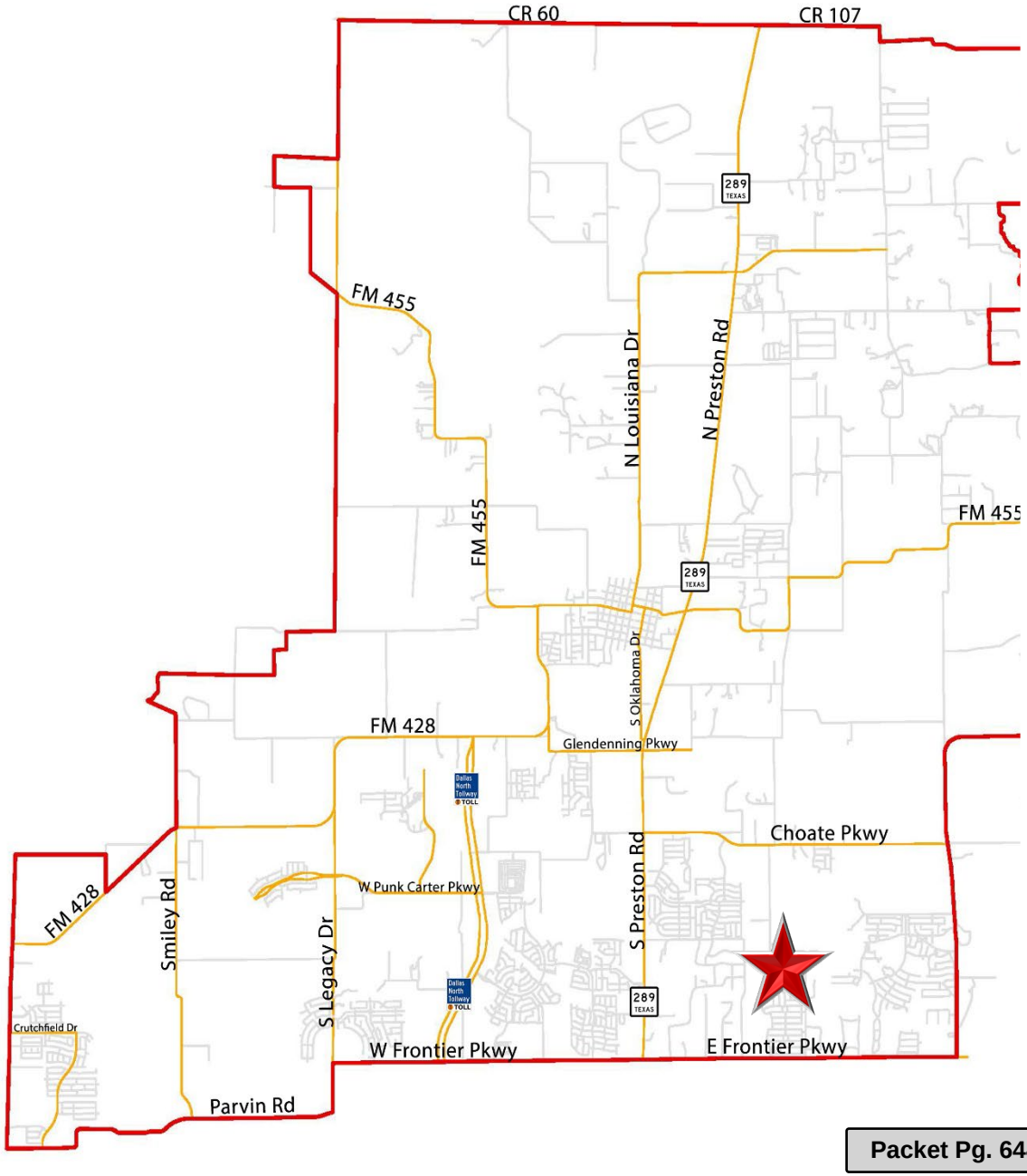
WELLS SOUTH NIA #5

PID ASSESSMENT LEVY & BOND ORDINANCE

City Council
September 13, 2022

Attachment: Staff Presentation (Well South NIA #5 - PID SAP Levy Ordinance)





Attachment: Staff Presentation (Well South NIA #5 - PID SAP Levy Ordinance)

NEIGHBORHOOD IMPROVEMENT AREA #5 - OVERVIEW

- 207 lots
- Estimated Authorized Improvement cost: $5.2 mm
- Estimated Authorized Improvement cost: $1.5 mm
- Estimated PID assessment amount: $6.5 mm

Attachment: Staff Presentation (Well South NIA #5 - PID SAP Levy Ordinance)

PID ASSESSMENT

Assessment per Unit	
60' Lot	$45,106
50' Lot	$37,588

Attachment: Staff Presentation (Well South NIA #5 - PID SAP Levy Ordinance)

PID TIMELINE

- ~~July 14, 2015 – PID Petition Resolution~~
- ~~October 27, 2015 – PID Creation Resolution~~
- ~~August 9, 2022 – PID Pre-SAP (Action item)~~
- September 13, 2022 – SAP/Levy Ordinance
- September 13, 2022 – Bond Ordinance

Attachment: Staff Presentation (Well South NIA #5 - PID SAP Levy Ordinance)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (Well South NIA #5 - PID SAP Levy Ordinance)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL FOR THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #5 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of real taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on July 14, 2015, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2015-34R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Wells South Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, the City has issued $8,040,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Project) (the "Major Improvement Area Bonds") that are secured by special assessments levied on the Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has issued $5,790,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the "Neighborhood Improvement Area #1 Bonds") that are secured by special assessments levied on the Neighborhood Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has issued $3,195,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Wells South Public Improvement District Neighborhood Improvement Areas #2-3 Project) (the "Neighborhood Improvement Areas #2-3 Bonds") that are secured by (i) special assessments levied on the Neighborhood Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan) and (ii) special assessments levied on the Neighborhood Improvement Area #3 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has issued $5,255,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project) (the "Neighborhood Improvement Area #4 Bonds") that are secured by special assessments levied on the Neighborhood Improvement Area #4 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, on August 9, 2022, the City Council adopted a resolution approving a preliminary amended and restated service and assessment plan update, including a proposed assessment roll for Neighborhood Improvement Area #5 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Neighborhood Improvement Area #5 of the District (the “Neighborhood Improvement Area #5 Assessments”); authorizing and directing the City Secretary of the City or the Deputy City Secretary of the City to file the proposed assessment roll for Neighborhood Improvement Area #5 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #5 Assessments against the property within the District (the “Levy and Assessment Hearing”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on August 10, 2022, the City Secretary filed the Neighborhood Improvement Area #5 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on August 15, 2022 in the *Celina Record*, a newspaper of general circulation in the City; and

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Neighborhood Improvement Area #5 Assessments; and

WHEREAS, the City Council opened and convened the Levy and Assessment Hearing on September 13, 2022, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #5 Assessment Roll, and the proposed Neighborhood Improvement Area #5 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #5 Assessments, the allocation of the Actual Costs of the Authorized Improvements to be undertaken for the benefit of the Neighborhood Improvement Area #5 Assessed Property (as defined in the Service and Assessment Plan) (the "Neighborhood Improvement Area #5 Improvements"), the purposes of the Neighborhood Improvement Area #5 Assessments, the special benefits of the Neighborhood Improvement Area #5 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #5 Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #5 Assessment Roll and the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated December 7, 2015, as updated for Neighborhood Improvement Area #2 on July 10, 2018, Neighborhood Improvement Area #3 on September 8, 2020, Neighborhood Improvement Area #4 on September 28, 2021, and Neighborhood Improvement Area #5 on September 13, 2022, in a form substantially similar to the attached ***Exhibit A,*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Neighborhood Improvement Area #5 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix J (the "Neighborhood Improvement Area #5 Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Neighborhood Improvement Area #5 Improvements (as described in the Service and Assessment Plan), the Neighborhood Improvement Area #5 Assessment Roll, or the levy of the Neighborhood Improvement Area #5 Assessments against the Neighborhood Improvement Area #5 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Neighborhood Improvement Area #5 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Neighborhood Improvement Area #5 Assessment Roll, approval of this Ordinance, and approval of the levy of the Neighborhood Improvement Area #5 Assessments against their property located within Neighborhood Improvement Area #5 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #5 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Neighborhood Improvement Area #5 Assessed Property will receive from the construction of the Neighborhood Improvement Area #5 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #5 Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service and Assessment Plan and has been reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as ***Exhibit A****;*

(c) The Service and Assessment Plan apportions the Actual Costs of the Neighborhood Improvement Area #5 Improvements to be assessed against the Neighborhood Improvement Area #5 Assessed Property as Neighborhood Improvement Area #5 Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #5 Improvements;

(d) All of the real property in Neighborhood Improvement Area #5 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #5 Assessment Roll will be benefited by the Neighborhood Improvement Area #5 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Neighborhood Improvement Area #5 Assessed Property will receive special benefits during the term of the Neighborhood Improvement Area #5 Assessments equal to or greater than the total amount assessed;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #5 Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #5 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #5 Assessment Roll should be approved as the Neighborhood Improvement Area #5 Assessment Roll for the Neighborhood Improvement Area #5 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #5 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #5 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #5 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #5 Assessments in a timely manner in order to provide the services and improvements needed and required for Neighborhood Improvement Area #5 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Neighborhood Improvement Area #5 Assessment Roll.

The Neighborhood Improvement Area #5 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #5 Assessment Roll of the District.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Section 5. **Levy and Payment of Neighborhood Improvement Area #5 Assessments for Actual Costs of the Neighborhood Improvement Area #5 Improvements.**

(a) The City Council hereby levies an assessment on each parcel of Neighborhood Improvement Area #5 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #5 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #5 Assessment Roll, as a special assessment on the properties set forth in the Neighborhood Improvement Area #5 Assessment Roll.

(b) The levy of the Neighborhood Improvement Area #5 Assessments shall be effective on the date of execution of this Ordinance levying Neighborhood Improvement Area #5 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #5 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #5 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #5 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Neighborhood Improvement Area #5 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Neighborhood Improvement Area #5 Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Neighborhood Improvement Area #5 Assessments.**

Delinquent Neighborhood Improvement Area #5 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Section 8. **Prepayments of Neighborhood Improvement Area #5 Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Neighborhood Improvement Area #5 Assessed Property subject to a Neighborhood Improvement Area #5 Assessment may prepay the Neighborhood Improvement Area #5 Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Neighborhood Improvement Area #5 Assessed Property, including without limitation such Landowners' obligations related to payment of the Neighborhood Improvement Area #5 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #5 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Neighborhood Improvement Area #5 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #5 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Neighborhood Improvement Area #5 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Neighborhood Improvement Area #5 Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Neighborhood Improvement Area #5 Assessments by the City.

Section 12. **Filing in Land Records**.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Neighborhood Improvement Area #5 Assessment Roll, to be

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

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

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Neighborhood Improvement Area #5 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

PASSED AND ADOPTED, this the 13th day of September, 2022.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

December 7, 2015

As updated for Neighborhood Improvement Area #2 on July 10, 2018, Neighborhood Improvement Area #3 on September 8, 2020, Neighborhood Improvement Area #4 on September 28, 2021, and Neighborhood Improvement Area #5 on September 13, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

WELLS SOUTH
PUBLIC IMPROVEMENT DISTRICT

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

RECITALS 1

I. PLAN DESCRIPTION AND DEFINED TERMS 3

A. INTRODUCTION 3
B. DEFINITIONS 3

II. PROPERTY INCLUDED IN THE PID 13

A. PROPERTY INCLUDED IN THE PID 13
B. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1 13
C. PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA 14
D. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #2 14
E. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #3 15
F. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #4 15
G. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #5 16
H. PROPERTY LOCATED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS 16

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 17

A. AUTHORIZED IMPROVEMENT OVERVIEW 17
B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS 18
C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 IMPROVEMENTS 19
D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS 20
E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS 21
F. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS 22
G. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS 23
H. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS 25

IV. SERVICE PLAN 26

A. INTRODUCTION 26
B. FIVE YEAR SERVICE PLAN 32
C. HOMEBUYER DISCLOSURE 36

V. ASSESSMENT PLAN 37

A. INTRODUCTION 37
B. SPECIAL BENEFIT 38
C. ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS 39
D. ASSESSMENT METHODOLOGY 40
E. ASSESSMENTS 44
F. ADMINISTRATIVE EXPENSES 44
G. PREPAYMENT RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS 45
H. DELINQUENCY RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS 45
I. ADDITIONAL INTEREST RESERVE – NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BONDS, NEIGHBORHOOD IMPROVEMENT AREA #4 BONDS, AND NEIGHBORHOOD IMPROVEMENT AREA #5 BONDS 45

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

VI. TERMS OF THE ASSESSMENTS 47

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA 47
B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1 47
C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2 47
D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3 47
E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #4 48
F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5 48
G. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS 48
H. REALLOCATION OF ASSESSMENTS 49
I. MANDATORY PREPAYMENT OF ASSESSMENTS 50
J. REDUCTION OF ASSESSMENTS 51
K. PAYMENT OF ASSESSMENTS 52
L. COLLECTION OF ANNUAL INSTALLMENTS 54
M. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT 56
N. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #1 BOND ACCOUNT 56
O. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BOND ACCOUNT 56
P. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #4 BOND ACCOUNT 56
Q. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #5 BOND ACCOUNT 56

VII. THE ASSESSMENT ROLL 57

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL 57
B. NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL 58
C. NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL 59
D. NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL 60
E. NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL 61
F. NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL 62
G. FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL 62
H. ANNUAL ASSESSMENT ROLL UPDATES 63

VIII. MISCELLANEOUS PROVISIONS 64

A. ADMINISTRATIVE REVIEW 64
B. TERMINATION OF ASSESSMENTS 64
C. AMENDMENTS 64
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS 65
E. SEVERABILITY 65

APPENDIX A - PID MAP

APPENDIX B-1 - LEGAL DESCRIPTION - ALL PARCELS

APPENDIX B-2 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #1

APPENDIX B-3 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #2

APPENDIX B-4 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #3

APPENDIX B-5 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #4

APPENDIX B-6 - LEGAL DESCRIPTION - NEIGHBORHOOD IMPROVEMENT AREA #5

APPENDIX C - HOMEBUYER DISCLOSURE FORM

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX D – ASSESSMENT PER UNIT AND PROJECTED TAX RATE EQUIVALENTS
APPENDIX E - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL
APPENDIX F - NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL
APPENDIX G - NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL
APPENDIX H - NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL
APPENDIX I - NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL
APPENDIX J - NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

RECITALS

WHEREAS, certain terms used herein are defined in Section I.B hereof; and

WHEREAS, on May 21, 2015, The George White Family Limited Partnership, a Texas limited partnership, and the owner of a majority of certain real property within the extraterritorial jurisdiction of the City, petitioned the City for the creation of a PID; and

WHEREAS, on July 14, 2015, after notice and a public hearing in the manner required by law, the City Council of the City, Texas approved a Resolution No. 2015-34R authorizing the creation of the Wells South Public Improvement District (the "District"); and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, on December 7, 2015, after notice and public hearings conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-65 and 2015-66 approving the Wells South Public Improvement District Service and Assessment Plan (the "Original SAP") and approving the Major Improvement Area Assessment Roll and Neighborhood Improvement Area #1 Assessment Roll and levying assessments on property in the Major Improvement Area and Neighborhood Improvement Area #1; and

WHEREAS, the City and the Master Developer entered that certain Wells South Public Improvement District Reimbursement Agreement, effective December 7, 2015 (the "PID Reimbursement Agreement"), under which the City agrees to reimburse the Master Developer for a portion of the Actual Costs of certain Authorized Improvements with interest, as permitted by the PID Act; and

WHEREAS, on July 10, 2018, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2018-31 approving an updated Wells South Public Improvement District Service and Assessment Plan (the "2018 SAP Update") approving the Neighborhood Improvement Area #2 Assessment Roll and levying assessments for Neighborhood Improvement Area #2 Improvements on property in Neighborhood Improvement Area #2 in the District; and

WHEREAS, on August 27, 2019, the City Council approved an Annual Service Plan Update (the "2019 SAP Update") including reallocation of Neighborhood Improvement Area #2 Assessments in the amount of $954,263 for the Neighborhood Improvement Area #2 Improvements (from the initial total levy of $2,125,000) following subdivision of 99 Lots within Neighborhood Improvement Area #2; and

WHEREAS, the City levied Assessments on the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property for those water and sewer Major Improvements financed and constructed by the City and described in Section III of the Original SAP, constructed and installed in accordance with the Original SAP, as amended or updated from time to time, (the "2015 CCMI Assessment"); and

WHEREAS, in an ordinance adopted by the City Council on August 11, 2020, approving an amended and restated Service and Assessment Plan (the "Original Amended and Restated

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Service and Assessment Plan"), which updated, amended, restated, and replaced the Original SAP, the 2018 SAP Update, and the 2019 SAP Update, and pursuant to direction from the Administrator that the conditions required for completely reducing the 2015 CCMI Assessments, the City formally released the 2015 CCMI Assessment portion of the Major Improvement Area Assessment and the Neighborhood Improvement Area #1 Assessments, and the 2015 CCMI Assessment portion of the Major Improvement Area Assessment or the Neighborhood Improvement Area #1 Assessments will no longer be included in the Assessment Revenues reimbursed the City for the costs of the water and sewer Major Improvements financed and constructed by the City; and

WHEREAS, in early 2020, the City and the Master Developer determined that due to the change in the development plan, the Master Developer would no longer construct Neighborhood Improvement Area #2 Improvements related to the unallocated Neighborhood Improvement Area #2 Assessment amount of $1,170,737 (i.e. $2,125,000 - $954,263 = $1,170,737) and such unallocated Neighborhood Improvement Area #2 Assessment amount was released as described below; and

WHEREAS, on September 8, 2020 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2020-75 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 8, 2020 (the "2020 Amended and Restated Service and Assessment Plan"), which updated and replaced the Original Amended and Restated Service and Assessment Plan, and approved the Neighborhood Improvement Area #3 Assessment Roll, levied assessments for the Neighborhood Improvement Area #3 Improvements and released that unallocated portion of the Neighborhood Improvement Area #2 Assessments;

WHEREAS, on September 14, 2021 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2021-78 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 14, 2021 (the "2021 Amended and Restated Service and Assessment Plan"), to update and replace the 2020 Amended and Restated Service and Assessment Plan, which ordinance also approved the Neighborhood Improvement Area #4 Assessment Roll and levied assessments for the Neighborhood Improvement Area #4 Improvements.

WHEREAS, on September 13, 2022 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. _____ approving this Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 13, 2022 (the "2022 Amended and Restated Service and Assessment Plan"), to update and replace the 2021 Amended and Restated Service and Assessment Plan, which ordinance also approved the Neighborhood Improvement Area #5 Assessment Roll and levied assessments for the Neighborhood Improvement Area #5 Improvements.

NOW THEREFORE, the 2022 Amended and Restated Service and Assessment Plan is set forth below:

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

The City Council of the City of Celina, Texas authorized the creation of the PID to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created and all of which was subsequently annexed by the City and is now located within the corporate limits of the City.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements to be constructed.

Chapter 372 of the Texas Local Government Code (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "SAP") was prepared pursuant to the PID Act. The PID Act requires that a service plan "(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 of the Texas Property Code, as amended." The PID Act also requires the City "review and update the service plan annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in Section IV herein. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix C.

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 current Assessment Rolls for the PID are included as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J of this Service and Assessment Plan. The Assessments as shown on each applicable Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

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

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

"Actual Cost(s)" means with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Public Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Public Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

"Additional Interest Rate" means the 0.50% additional interest rate collected as part of the Special Assessments collected from Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4 and Neighborhood Improvement Area #5.

"Additional Interest Reserve" has the meaning set forth in Section V.I of this Service and Assessment Plan.

"Administrative Expenses" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

"Administrator" means the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments, including interest, as shown on the Assessment Rolls attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J as applicable, or in an Annual Service Plan Update, and calculated as provided in Section V.G of this Service and

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Assessment Plan, (ii) the amount collected from the Additional Interest Rate for the following (as applicable): (a) the Prepayment Reserve described in Section V of this Service and Assessment Plan (with respect to the Major Improvement Area Bonds and Neighborhood Improvement Area #1 Bonds), (b) the Delinquency Reserve in Section V.H of this Service and Assessment Plan (with respect to the Major Improvement Area Bonds and Neighborhood Improvement Area #1 Bonds) and/or (c) the Additional Interest Reserve described in Section V.I of this Service and Assessment Plan (with respect to the Neighborhood Improvement Areas #2-3 Bonds, Neighborhood Improvement Area #4 Bonds, and Neighborhood Improvement Area #5 Bonds); and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in Section IV of this SAP.

"Assessed Property" or **"Assessed Properties"** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, or Appendix J (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

"Assessment" or **"Special 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.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments, updates or supplements to the Service and Assessment Plan) and levying Special Assessments against Assessed Property.

"**Assessment Roll**" or "**Assessment Rolls**" means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, the Neighborhood Improvement Area #4 Assessment Roll, and the Neighborhood Improvement Area #5 Assessment Roll, included in this SAP as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" or "**Public Improvements**" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under 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.

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

"Certificate for Payment" means the certificate to be provided by the Master Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements substantially

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Developer and the City.

"City" means the City of Celina, Texas.

"**City Council**" means the duly elected governing body of the City.

"**Commercial Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the applicable Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

"**County**" means Collin County, Texas.

"**Delinquency Reserve**" has the meaning set forth in Section V.H of this SAP.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees but excludes any amount collected as a Assessment or interest thereon.

"Developer" means, collectively, the Master Developer, Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer.

"Development Agreement" means that certain "Amended and Restated Development Agreement (Wells South Tract)" related to the Property and effective as of April 28, 2015, by and between the City and The George White Family Limited Partnership approved by the City Council on September 8, 2015 and recorded in the real property records of the County as Document No. 20151123001468610 on November 23, 2015;and, as assigned by that certain "Assignment and Assumption of Celina Development Agreement (Wells South)" effective as of January 5, 2016 by and between The George White Family Limited Partnership and Master Developer and recorded in the real property records of the County as Document No. 20160321000333010 on March 21, 2016; and, as amended by that certain "First Amendment to Amended and Restated Development Agreement (Wells South Tract)", effective as of February 13, 2018, by and between the City and Master Developer and approved by the City Council on February 13, 2018 and recorded in the real property records of the County as Document No. 20180511000580740 on May 11, 2018, and any future amendments thereto.

"Future Neighborhood Improvement Areas" means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, and Neighborhood Improvement Area #5, and within the boundaries of the PID but which are not subject to development at this time.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

"Future Neighborhood Improvement Area Bonds" means PID Bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds (or the creation of an obligation under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area), Assessments related to such Future Neighborhood Improvement Area Bonds (or the related obligation under the PID Reimbursement Agreement) will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Authorized Improvements which will only benefit such Future Neighborhood Improvement Area.

"Future Neighborhood Improvement Area Improvements" means those Authorized Improvements which will confer a special benefit solely on the related Future Neighborhood Improvement Area.

"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 C hereto.

"Indenture" means an indenture of trust, trust agreement, or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

"Lot" means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots 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.

"**Major Improvements**" means the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Major Improvement Area" or **"MIA"** means the property within the PID as generally shown in Appendix A and described as the property legally described in Appendix B-1 save and accept for the approximately 93.2 acres within Neighborhood Improvement Area #1 legally described in Appendix B-2.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Assessments relating to the Major Improvement Area Projects are levied.

"Major Improvement Area Assessment Roll" means the document included in this SAP as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) that are secured by Assessments levied on Major Improvement Area Assessed Property.

"Major Improvement Area Projects" means the Major Improvement Area's proportionate share of the Major Improvements.

"Master Developer" means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

"Neighborhood Improvement Area" or **"NIA"** means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds or the creation of an obligation under the PID Reimbursement Agreement for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

"Neighborhood Improvement Area #1" or **"NIA #1"** means the initial Neighborhood Improvement Area consisting of approximately 93.2 acres within the PID and as specifically described in Appendix B-2 and as depicted in Appendix A.

"Neighborhood Improvement Area #1 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #1, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #1 Improvements and Neighborhood Improvement Area #1's proportionate share of the Major Improvements are levied.

"**Neighborhood Improvement Area #1 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #1 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #1 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

"Neighborhood Improvement Area #1 Improvements" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in Section III.C.

"Neighborhood Improvement Area #1 Projects" mean, collectively, the: (i) pro rata portion of the Major Improvements allocable to Neighborhood Improvement Area #1, and (ii) Neighborhood Improvement Area #1 Improvements.

"Neighborhood Improvement Area #2" or **"NIA #2"** means the second Neighborhood Improvement Area consisting of approximately 21.347 acres within the PID and as specifically described in Appendix B-3 and as depicted in Appendix A.

"Neighborhood Improvement Area #2 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #2, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #2 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #2 Improvements are levied.

"Neighborhood Improvement Area #2 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #2 included in this SAP as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #2 Improvements" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in Section III.D; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #2-3 Bonds

"Neighborhood Improvement Area #3" or **"NIA #3"** means the third Neighborhood Improvement Area consisting of approximately 44.724 acres within the PID and as specifically described in Appendix B-4 and as depicted in Appendix A.

"Neighborhood Improvement Area #3 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #3, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #3 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #3 Improvements are levied.

"Neighborhood Improvement Area #3 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix H, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #3 Improvements" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #3 and are described in

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Section III.E; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #2-3 Bonds.

"Neighborhood Improvement Area #4" or **"NIA #4"** means the fourth Neighborhood Improvement Area consisting of approximately 67.494 acres within the PID and as specifically described in Appendix B-5 and as depicted in Appendix A.

"Neighborhood Improvement Area #4 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #4, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #4 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #4 Improvements are levied.

"Neighborhood Improvement Area #4 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #4 included in this SAP as Appendix I, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #4 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #4 Assessed Property.

"**Neighborhood Improvement Area #4 Improvements**" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #4 and are described in Section III.F; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #4 Bonds.

"Neighborhood Improvement Area #5" or **"NIA #5"** means the fifth Neighborhood Improvement Area consisting of approximately 54.720 acres within the PID and as specifically described in Appendix B-6 and as depicted in Appendix A.

"Neighborhood Improvement Area #5 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #5, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #5 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #5 Improvements are levied.

"**Neighborhood Improvement Area #5 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #5 included in this SAP as Appendix J, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #5 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #5 Assessed Property.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

"**Neighborhood Improvement Area #5 Improvements**" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #5 and are described in Section III.G; and, that are to be financed with a portion of the proceeds of the Neighborhood Improvement Areas #5 Bonds.

"Neighborhood Improvement Areas #2-3 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Wells South Public Improvement District Neighborhood Improvement Areas #2-3 Project) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #2 Assessed Property and Neighborhood Improvement Area #3 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements.

"Neighborhood Improvement Areas #5–7 Developer" means M/I Homes of DFW, LLC, a Delaware limited liability company, including its successors and assigns.

"Neighborhood Improvement Areas #5–7 Fee Developer" means HWC Development Management Services, L.P., a Texas limited partnership, acting on behalf of the Neighborhood Improvement Areas #5-7 Developer in the development of Neighborhood Improvements Areas #5, #6 and #7.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements as determined by City Council, which may include Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are levied 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 Section VI.H, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.I.

"**Owner's Association**" means a homeowner's association or property owner's association.

"Owner's Association Assessment Allocation" means 1% of the total Assessment collected from a specific Parcel or Neighborhood Improvement Area as may be shown in an Assessment Roll that is allocated to cover the benefit received by the Owner's Association from the Authorized Improvements benefitting the Owner's Association Property.

"Owner's Association Property" or **"OAP"** means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an Owner's Association established for the benefit of a group of homeowners or property owners within the PID.

"Parcel" means a property identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

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

"PID Act" means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, the Neighborhood Improvement Area #5 Bonds, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Authorized Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, or in the Future Neighborhood Improvement Areas.

"PID Reimbursement Agreement" means that certain PID Reimbursement Agreement – Wells South, dated December 7, 2015, by and between the City and the Master Developer in which the City agrees to reimburse the Master Developer for a portion of Actual Costs of the Authorized Improvements with interest as permitted by the PID Act.

"Prepayment Costs" mean interest and Administrative Expenses to the date of prepayment, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

"**Prepayment Reserve**" has the meaning set forth in Section V.G of this SAP.

"Property" means the approximately 400.524 acres of property depicted and described by metes and bounds on Exhibit B to Resolution No. 2015-34R as adopted by City Council on July 14, 2015 and is legally described in Appendix B-1 to this SAP and is depicted in Appendix A of this SAP.

"Public Property" means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

"**Residential Parcel"** means a Parcel located within the PID which has been designated at the time of the approval of this SAP for the future development of single family residential homes.

"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 and updated from time to time in accordance with the PID Act.

"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is currently located within the City and contains approximately 400.524 gross acres. A map of the property within the PID is shown on Appendix A and described in Appendix B-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of 1,308 single family residential units, 50 attached townhomes, and approximately 53,143 gross square feet of commercial, right-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft[(1)]	156	Units
Single Family – 60 Ft	381	Units
Single Family – 50 Ft	771	Units
Townhomes	50	Units
Subtotal Residential	*1,358*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

[(1)] 70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

B. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1

Neighborhood Improvement Area #1 consists of approximately 93.2 acres and contains 293 single family residential units. A map of the property within Neighborhood Improvement Area #1 is shown on Appendix A and described in Appendix B-2 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #1 of the PID has been developed as shown in Table II-B.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table II-B
Actual Development – Neighborhood Improvement Area #1

Proposed Development	Quantity	Measurement
Single Family – 70 Ft	85	Units
Single Family – 60 Ft	111	Units
Single Family – 50 Ft	97	Units
Total	**293**	**Units**

C. Property Located in the Major Improvement Area

The Major Improvement Area consists of Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, and the Future Neighborhood Improvement Area. A map of the property within the Major Improvement Area is shown on Appendix A and described in Appendix B-1 (save and accept for the approximately 93.2 acres within Neighborhood Improvement Area #1 legally described in Appendix B-2) to this Service and Assessment Plan.

At completion, the Major Improvement Area is expected to consist of 1,015 single family residential units, 50 attached townhomes, and approximately 53,143 gross square feet of commercial, right-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the Major Improvement Area is proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft	71	Units
Single Family – 60 Ft	270	Units
Single Family – 50 Ft	674	Units
Townhomes	50	Units
Subtotal Residential	*1,065*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

D. Property Located in Neighborhood Improvement Area #2

Neighborhood Improvement Area #2 consists of approximately 21.347 acres and contains 99 single family residential units. A map of the property within Neighborhood Improvement Area #2 is shown on Appendix A and described in Appendix B-3 to this Service and Assessment Plan.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

The property within Neighborhood Improvement Area #2 of the PID has been developed as shown in Table II-D.

Table II-D
Actual Development – Neighborhood Improvement Area #2

Development	Quantity	Measurement
Single Family – 70 Ft	7	Units
Single Family – 50 Ft	92	Units
Total	**99**	**Units**

E. Property Located in Neighborhood Improvement Area #3

Neighborhood Improvement Area #3 consists of approximately 44.724 acres and contains 182 single family residential units. A map of the property within Neighborhood Improvement Area #3 is shown on Appendix A and described in Appendix B-4 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #3 of the PID has been developed as shown in Table II-E.

Table II-E
Actual Development – Neighborhood Improvement Area #3

Development	Quantity	Measurement
Single Family – 70 Ft	8	Units
Single Family – 60 Ft	94	Units
Single Family – 50 Ft	80	Units
Total	**182**	**Units**

F. Property Located in Neighborhood Improvement Area #4

Neighborhood Improvement Area #4 consists of approximately 67.494 acres and contains 276 single family residential units. A map of the property within Neighborhood Improvement Area #4 is shown on Appendix A and described in Appendix B-5 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #4 of the PID has been developed as shown in Table II-F.

Table II-F
Actual Development – Neighborhood Improvement Area #4

Development	Quantity	Measurement
Single Family – 70 Ft	20	Units
Single Family – 60 Ft	100	Units
Single Family – 50 Ft	156	Units
Total	**276**	**Units**

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

G. Property Located in Neighborhood Improvement Area #5

Neighborhood Improvement Area #5 consists of approximately 54.720 acres and projected to contain 207 single family residential units. A map of the property within Neighborhood Improvement Area #5 is shown on Appendix A and described in Appendix B-6 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #5 of the PID is anticipated to be developed as shown in Table II-G.

Table II-G
Proposed Development – Neighborhood Improvement Area #5

Proposed Development	Quantity	Measurement
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	139	Units
Total	**207**	**Units**

H. Property Located in Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, it is anticipated that additional PID Bonds may be issued and/or obligations may be incurred under the PID Reimbursement Agreement for each new Neighborhood Improvement Area. In connection with the issuance of each new series of PID Bonds and/or new obligations under the PID Reimbursement Agreement, this Service and Assessment Plan will be updated to add additional details of each new Neighborhood Improvement Area as shown above. A map of the projected property within each Future Neighborhood Improvement Area is shown in Appendix A. The Future Neighborhood Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J.

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

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

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

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

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The Actual Costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the estimated build-out-value.

The Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Major Improvements are shown in Table III-A.

A description of the Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consists of the construction of two detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements have been constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The wastewater improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that services the Assessed Property. The water improvements have been constructed according to City standards.

Open Space/Trail System Improvements

The open space and trail system improvement portion of the Major Improvements consists of certain public open space and trail systems as described in the Development Agreement. The

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

public open space and trail system improvements have been constructed according to City standards.

Table III-A
Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	NIA #1 Allocated Amount	MIA Allocated Amount[1]
Roadway Improvements	$3,878,507	$291,826	$3,586,681
Storm Drainage Improvements	$801,703	$89,128	$712,575
Wastewater Improvements	$441,572	$49,695	$391,877
Water Improvements	$484,865	$54,130	$430,735
Open Space/Trail System Improvements	$188,000	$0	$188,000
Soft Costs	$939,922	$103,422	$836,500
Total Authorized Improvements	**$6,734,569**	**$588,201**	**$6,146,368**

Note: Original cost estimates provided by Huitt-Zollars Engineering. The Actual Costs shown above provided in the 1Q20 developer quarterly disclosure.

C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 IMPROVEMENTS

The Neighborhood Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #1 Projects are shown in Table III-B.

A description of the Neighborhood Improvement Area #1 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements have been constructed according to City standards.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #1 Assessed Property. The wastewater improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements have been constructed according to City standards.

Table III-B
Neighborhood Improvement Area #1 Project Costs

Authorized Improvements	NIA #1's Proportionate Share of Major Improvements	NIA #1 Improvements	Total NIA #1 Projects
Roadway Improvements	$291,826	$2,741,495	$3,033,321
Storm Drainage Improvements	$89,128	$557,644	$646,772
Wastewater Improvements	$49,695	$444,583	$494,278
Water Improvements	$54,130	$587,046	$641,176
Soft Costs	$103,422	$814,934	$918,356
Total Authorized Improvements	**$588,201**	**$5,145,702**	**$5,733,903**

Note: Original cost estimates provided by Huitt-Zollars Engineering. The Actual Costs shown above provided in the 1Q19 developer quarterly disclosure.

D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #2 Improvements are shown in Table III-C.

A description of the Neighborhood Improvement Area #2 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of Neighborhood Improvement Area #2 Improvements consists of the construction of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #2 Assessed Property. The storm drainage improvements have been constructed according to City standards.

Wet Utility Improvements

The wet utility improvements portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service and construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The wet utilities improvements have been constructed according to City standards.

Table III-C
Neighborhood Improvement Area #2 Costs

Authorized Improvements	Total
Roadway Improvements	$1,822,022
Wet Utilities	$861,273
Storm Drainage Improvements	$58,120
Soft Costs	$750,731
Total Authorized Improvements	**$3,492,146**

Note: Actual Costs provided by the Master Developer.

E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #3 Improvements are shown in Table III-D. Information relating to the costs of the Neighborhood Improvement Area #1 Projects in the indentures relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds is now included in Table III-B.

A description of the Neighborhood Improvement Area #3 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Improvement Area #3 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of Neighborhood Improvement Area #3 Improvements consists of the construction of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #3 Assessed Property. The storm drainage improvements have been constructed according to City standards.

Wet Utility Improvements

The wet utility improvements portion of the Neighborhood Improvement Area #3 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service and construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #3 Assessed Property. The wet utilities improvements have been constructed according to City standards.

Table III-D
Neighborhood Improvement Area #3 Costs

Authorized Improvements	Total
Roadway Improvements	$1,409,003
Wet Utilities	$1,651,648
Storm Drainage Improvements	$86,080
Soft Costs	$323,988
Total Authorized Improvements	**$3,470,719**

Note: Actual Costs provided by the Master Developer.

F. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

The Neighborhood Improvement Area #4 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #4 Improvements are shown in Table III-E.

A description of the Neighborhood Improvement Area #4 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #4 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Improvement Area #4 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #4 Assessed Property. The water improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #4 Assessed Property. The wastewater improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements will be constructed according to City standards.

Table III-E
Neighborhood Improvement Area #4 Costs

Authorized Improvements	Total
Roadway Improvements	$2,078,164
Water Improvements	$950,663
Wastewater Improvements	$836,916
Storm Drainage Improvements	$1,286,117
Soft Costs and Contingency	$1,058,491
Total Authorized Improvements	**$6,210,351**

Note: Actual Costs provided by the Master Developer.

G. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS

The Neighborhood Improvement Area #5 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Neighborhood Improvement Area #5 Improvements are shown in Table III-F.

A description of the Neighborhood Improvement Area #5 Improvements are as follows:

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #5 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #5 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #5 Assessed Property. The water improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #5 Assessed Property. The wastewater improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements will be constructed according to City standards.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Neighborhood Improvement Area #5 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table III-F
Neighborhood Improvement Area #5 Costs

Authorized Improvements	Total
Roadway Improvements	$2,096,917
Water Improvements	$809,025
Wastewater Improvements	$651,374
Storm Drainage Improvements	$438,238
Other Soft and Miscellaneous Costs	$1,226,379
Total Authorized Improvements	**$5,221,933**

Note: Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer. The figures shown in Table III-E may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Neighborhood Improvement Area #5 Improvements amount does not change.

H. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a Table III-G will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

IV. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Major Improvements, the Neighborhood Improvement Area #1 Projects, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #3 Improvements, and Neighborhood Improvement Area #4 Improvements have been constructed and accepted by the City. Construction of the Neighborhood Improvement Area #5 Improvements began in October 2021, and it is anticipated that the Neighborhood Improvement Area #5 Improvements will be complete by October 2022.

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 Rolls. Any update to this Service and Assessment Plan is herein referred as an "Annual Service Plan Update."

As Future Neighborhood Improvement Areas are developed in connection with the issuance of PID Bonds or the creation of an obligations under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area, this Service and Assessment Plan will be amended (e.g. a new table will be added to include Neighborhood Improvement Area #6, etc.).

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Major Improvement Area

The Actual Costs for the Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $8,471,369 as shown in Table IV-A.

Table IV-A
Sources and Uses of Funds – MIA

Sources of Funds	**Amount**
Gross Bond Amount	$8,040,000
Master Developer Contribution[(a)]	$431,369
Total Sources of Funds	**$8,471,369**

Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$6,146,368
Master Developer's Counsel/SAP/Appraisal	$98,829
Subtotal	*$6,245,197*
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$653,930
Capitalized Interest[(d)]	$1,020,075
Additional Proceeds	$2,448
Cost of Issuance	$336,598
Underwriters Discount/Underwriters Counsel[(e)]	$213,121
Total Uses of Funds	**$8,471,369**

(a) Master Developer funded all costs not covered by the PID Bonds.
(b) See Table III-A for details.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 21 months of capitalized interest.
(e) The PID Bonds had a 2.65% Underwriter's Discount, which included Underwriter's Counsel Fee.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #1

The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is $6,978,903 as shown in Table IV-B.

Table IV-B
Sources and Uses of Funds – NIA #1

Sources of Funds	**Amount**
Gross Bond Amount	$5,790,000
Master Developer Contribution[(a)]	$1,188,903
Total Sources of Funds	**$6,978,903**

Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$5,733,903
Master Developer's Counsel/SAP/Appraisal	$71,171
Subtotal	*$5,805,074*
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$412,100
Capitalized Interest[(d)]	$357,247
Additional Proceeds	$0
Cost of Issuance	$251,003
Underwriters Discount/Underwriters Counsel[(e)]	$153,479
Total Uses of Funds	**$6,978,903**

(a) Master Developer funded all costs not covered by the PID Bonds.
(b) See Table III-B for details.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 12 months of capitalized interest.
(e) The PID Bonds had a 2.65% Underwriter's Discount, which included Underwriter's Counsel Fee.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #2

The Actual Costs for the Neighborhood Improvement Area #2 Improvements plus costs related to financing such improvements, and payment of expenses incurred in the administration and operation of the PID and issuing the Neighborhood Improvement Areas #2-3 Bonds is $3,649,490 as shown in Table IV-C.

Table IV-C
Sources and Uses of Funds – NIA #2

Sources of Funds	**Amount**
Gross Bond Amount	$920,000
Reimbursement Agreement Payment[(a)]	$25,000
Bond Premium	$14,248
Master Developer Contribution[(b)]	$2,690,242
Total Sources of Funds	**$3,649,490**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(c)]	$3,492,146
Other Fund Deposits	
Debt Service Reserve Fund[(d)]	$69,738
Cost of Issuance	$60,006
Underwriters Discount/Underwriters Counsel[(e)]	$27,600
Total Uses of Funds	**$3,649,490**

(a) Represents payments made under the PID Reimbursement Agreement.
(b) Master Developer funded all costs not covered by the PID Bonds.
(c) See Table III-C for details.
(d) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #3

The Actual Costs for the Neighborhood Improvement Area #3 Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-3 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $3,964,618 as shown in Table IV-D.

Table IV-D
Sources and Uses of Funds – NIA #3

Sources of Funds	**Amount**
Gross Bond Amount	$2,275,000
Bond Premium	$36,372
Master Developer Contribution[(a)]	$1,653,246
Total Sources of Funds	**$3,964,618**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$3,470,719
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$172,451
Administrative Fund	$25,000
Capitalized Interest[(d)]	$79,814
Cost of Issuance	$148,384
Underwriters Discount/Underwriters Counsel[(e)]	$68,250
Total Uses of Funds	**$3,964,618**

(a) Master Developer will fund all costs not covered by the PID Bonds.
(b) See Table III-D for final costs of the Neighborhood Improvement Area #3 Improvements.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 12 months of capitalized interest.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #4

The Actual Costs for the Neighborhood Improvement Area #4 Improvements plus costs related to the issuance of the Neighborhood Improvement Area #4 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is $7,258,014 as shown in Table IV-E.

Table IV-E
Projected Sources and Uses of Funds – NIA #4

Sources of Funds	**Amount**
Gross Bond Amount	$5,255,000
Bond Premium	$99,439
Master Developer Contribution[(a)]	$1,903,575
Total Sources of Funds	**$7,258,014**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$6,210,351
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$393,728
Administrative Fund	$25,000
Capitalized Interest	$166,580
Cost of Issuance	$304,705
Underwriters Discount/Underwriters Counsel[(d)]	$157,650
Total Uses of Funds	**$7,258,014**

(a) Master Developer funded all costs not covered by the PID Bonds.
(b) See Table III-E for final costs of the Neighborhood Improvement Area #4 Improvements.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 12 months of capitalized interest.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #5

The Budgeted Costs for the Neighborhood Improvement Area #5 Improvements plus costs related to the issuance of the Neighborhood Improvement Area #5 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is $6,744,386 as shown in Table IV-F. The sources and uses of funds shown in Table IV-F shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table IV-F
Projected Sources and Uses of Funds – NIA #5

Sources of Funds	**Total**
Bond par amount	$6,463,000
NIA #5 Developer Contribution[(a)]	$281,386
Total Sources	**$6,744,386**
Uses of Funds	
NIA #5 Improvements[(b)]:	
Roadway Improvements	$2,096,917
Water Improvements	$809,025
Wastewater Improvements	$651,374
Storm Drainage Improvements	$438,238
Other Soft and Miscellaneous Costs	$1,226,379
Subtotal	*$5,221,933*
Estimated Bond Issuance Costs:	
Cost of issuance	$380,983
Capitalized interest[(c)]	$321,893
Reserve fund[(d)]	$585,686
Administrative expense	$40,000
Underwriters discount[(e)]	$193,890
Subtotal	*$1,522,453*
Total Uses	**$6,744,386**

(a) NIA #5 Developer will fund all costs not covered by the PID Bonds.
(b) See Table III-F and Table V-L for details
(c) The PID Bonds include 12 months of capitalized interest.
(d) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee

B. FIVE YEAR SERVICE PLAN

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-G. The annual projected costs and indebtedness are subject to revision, and

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

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-G
Annual Projected Costs and Annual Projected Indebtedness - MIA

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected MIA Annual Installments
2021 & Prior	$8,471,369	$8,040,000	$431,369	$3,263,243
2022	$0	$0	$0	$746,237
2023	$0	$0	$0	$755,461
2024	$0	$0	$0	$756,950
2025	$0	$0	$0	$757,653
2026	$0	$0	$0	$757,570
2027	$0	$0	$0	$756,701
Total	**$8,471,369**	**$8,040,000**	**$431,369**	**$7,793,815**

The annual projected costs shown in Table IV-G are the annual expenditures relating to the Major Improvement Area Projects shown in Table III-A, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A that are allocable to the Major Improvement Area. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #1

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #1 is shown in Table IV-H. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-H
Annual Projected Costs and Annual Projected Indebtedness – NIA #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #1 Annual Installments
2021 & Prior	$6,978,903	$5,790,000	$1,188,903	$2,438,197
2022	$0	$0	$0	$517,853
2023	$0	$0	$0	$486,136
2024	$0	$0	$0	$485,075
2025	$0	$0	$0	$483,691
2026	$0	$0	$0	$481,983
2027	$0	$0	$0	$479,951
Total	**$6,978,903**	**$5,790,000**	**$1,188,903**	**$5,372,885**

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

The annual projected costs shown in Table IV-H are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-B that are allocable to Neighborhood Improvement Area #1. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #2

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #2 is shown in Table IV-I. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-I
Annual Projected Costs and Annual Projected Indebtedness – NIA #2

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #2 Annual Installments
2021 & Prior	$3,649,490	$945,000	$2,704,490	$164,363
2022	$0	$0	$0	$90,574
2023	$0	$0	$0	$72,527
2024	$0	$0	$0	$72,239
2025	$0	$0	$0	$71,957
2026	$0	$0	$0	$71,682
2027	$0	$0	$0	$71,288
Total	**$3,649,490**	**$945,000**	**$2,704,490**	**$614,629**

The annual projected costs shown in Table IV-I are the annual expenditures relating to the Neighborhood Improvement Area #2 Improvements shown in Table III-C, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-C that are allocable to Neighborhood Improvement Area #2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #3

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #3 is shown in Table IV-J. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table IV-J
Annual Projected Costs and Annual Projected Indebtedness – NIA #3

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #3 Annual Installments
2021 & Prior	$3,964,617	$2,275,000	$1,689,617	$0
2022	$0	$0	$0	$160,181
2023	$0	$0	$0	$162,991
2024	$0	$0	$0	$162,311
2025	$0	$0	$0	$161,642
2026	$0	$0	$0	$160,983
2027	$0	$0	$0	$165,085
Total	**$3,964,617**	**$2,275,000**	**$1,689,617**	**$973,195**

The annual projected costs shown in Table IV-J are the annual expenditures relating to the Neighborhood Improvement Area #3 Improvements shown in Table III-D, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-D that are allocable to Neighborhood Improvement Area #3. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Neighborhood Improvement Area #4

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #4 is shown in Table IV-K. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-K
Annual Projected Costs and Annual Projected Indebtedness – NIA #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #4 Annual Installments
2021 & Prior	$7,258,014	$5,255,000	$2,003,014	$0
2022	$0	$0	$0	$0
2023	$0	$0	$0	$327,983
2024	$0	$0	$0	$327,973
2025	$0	$0	$0	$327,913
2026	$0	$0	$0	$327,803
2027	$0	$0	$0	$327,645
Total	**$7,258,014**	**$5,255,000**	**$2,003,014**	**$1,639,316**

The annual projected costs shown in Table IV-K are the annual expenditures relating to the Neighborhood Improvement Area #4 Improvements shown in Table III-E, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-E

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

that are allocable to Neighborhood Improvement Area #4. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #5

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #5 is shown in Table IV-L. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-L
Annual Projected Costs and Annual Projected Indebtedness – NIA #5

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #5 Annual Installments
2022	$6,744,386	$6,463,000	$281,386	$0
2023	$0	$0	$0	$72,315
2024	$0	$0	$0	$504,580
2025	$0	$0	$0	$504,836
2026	$0	$0	$0	$504,868
2027	$0	$0	$0	$504,677
2028	$0	$0	$0	$505,263
Total	**$6,744,386**	**$6,463,000**	**$281,386**	**$2,596,540**

The annual projected costs shown in Table IV-L are the annual expenditures relating to the Neighborhood Improvement Area #5 Improvements shown in Table III-F, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-F that are allocable to Neighborhood Improvement Area #5. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Neighborhood Improvement Areas #5-7 Developer.

C. 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 C and may be updated in an Annual Service Plan Update.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated in such a manner that the Actual Costs of the Authorized Improvements that only benefit the PID shall be allocated on the basis of estimated buildout 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 Actual 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 the Future Neighborhood Improvement Area will receive from the Future Neighborhood Improvement Area Improvements that are to be financed with PID Bonds and/or the PID Reimbursement Agreement for each Future Neighborhood Improvement Area. Therefore, Parcels within the Future Neighborhood Improvement Area have only been assessed for the special benefits conferred upon such Parcel at this time from the Major Improvements.

In connection with the issuance of PID Bonds and/or incurrence of an obligation under the PID Reimbursement Agreement relating to the Future Neighborhood Improvement Area, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Future Neighborhood Improvement Area Assessed Property receives from the Future Neighborhood Improvement Area Improvements. Prior to assessing Parcels located within the Future Neighborhood Improvement Area in connection with issuance of PID Bonds and/or the incurrence of an obligation under the PID Reimbursement Agreement for each Future Neighborhood Improvement Area, 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 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 Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

special benefit of the Authorized Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such Authorized 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, rationally exercised on the basis of analysis of relevant facts and upon advice of qualified consultants and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which 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 and the costs of issuance and payment of costs incurred in the establishment of the PID are authorized by the 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 or will consent 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 Assessments will repay financing that is on advantageous terms, as the PID Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

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 PID 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 has or 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 the Assessments on the Assessed Property. Use of 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 or will result in a special benefit to the Major Assessed Property, and this special benefit exceeds or will exceed the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the Assessed Property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #1 Assessed Property, as shown in Table V-A. The costs detailed in Table V-A are subject to revision through the Annual Service Plan Updates but may not result in increased Assessments except as authorized under this SAP or the PID Act.

Table V-A
Cost Allocation of Major Improvements

		NIA #1 Major Improvements		MIA Major Improvement	
Authorized Improvements	**Total Cost (a)**	**% Allocation**	**Share of Costs**	**% Allocation**	**Share of Co**
Roadway Improvements	$3,878,507	8%	$291,826	92%	$3,586,6
Storm Drainage Improvements	$801,703	11%	$89,128	89%	$712,5
Wastewater Improvements	$441,572	11%	$49,695	89%	$391,8
Water Improvements	$484,865	11%	$54,130	89%	$430,7
Open Space/Trail System Improvements	$188,000	0%	$0	100%	$188,0
Soft Costs	$939,922	11%	$103,422	89%	$836,5
Total Authorized Improvements	**$6,734,569**		**$588,201**		**$6,146,3**

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects financed with the Major Improvement Area Bonds and by the Master Developer shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within the Major Improvement Area.

Based on the Actual Costs of the Major Improvement Area Projects, the City Council has determined that the benefit to the Major Improvement Area Assessed Property from the Major Improvement Area Projects is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. For multifamily units, when final multifamily building sites are platted, Assessments will be apportioned proportionately among each multifamily unit based on the ratio of the estimated buildout value at the time multifamily units are platted to the total estimated buildout value of all multifamily units in the platted Parcel, as determined by the Administrator and confirmed by the

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

City Council. For non-residential Parcels, when final building sites are platted, Assessments will be apportioned proportionately among each Parcel based ratio of the estimated buildout value at the time non-residential Parcels are platted to the total estimated buildout value for 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 the Major Improvement Area is shown on the Major Improvement Area Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Neighborhood Improvement Area #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #1 Projects financed with the Neighborhood Improvement Area #1 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #1.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Improvement Area #1 Projects is at least equal to the Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value for 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 Neighborhood Improvement Area #1 is shown on the Neighborhood Improvement Area #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Neighborhood Improvement Area #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #2 Improvements financed with the Neighborhood Improvement Areas #2-3 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #2.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #2 Improvements, the City Council has determined that the benefit to the Neighborhood Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value for 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 Neighborhood Improvement Area #2 is shown on the Neighborhood Improvement Area #2 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.

4. Assessment Methodology for Neighborhood Improvement Area #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #3 Improvements financed with the Neighborhood Improvement Areas #2-3 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #3 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #3.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #3 Improvements, the City Council has determined that the benefit to the Neighborhood Area #3 Assessed Property from the Neighborhood Improvement Area #3 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value for 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 Neighborhood Improvement Area #3 is shown on the Neighborhood Improvement Area #3 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

5. Assessment Methodology for Neighborhood Improvement Area #4

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #4 Improvements to be financed with the Neighborhood Improvement Areas #4 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #4 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #4.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #4 Improvements, the City Council has determined that the benefit to the Neighborhood Area #4 Assessed Property from the Neighborhood Improvement Area #4 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #4 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. 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 buildout value at the time residential Lots are platted to the total estimated buildout value for 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 Neighborhood Improvement Area #4 is shown on the Neighborhood Improvement Area #4 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

6. Assessment Methodology for Neighborhood Improvement Area #5

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #5 Improvements to be financed with the Neighborhood Improvement Areas #5 Bonds and by the Neighborhood Improvement Areas #5-7 Developer shall be allocated to the Neighborhood Improvement Area #5 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #5.

Based on the Budgeted Costs provided by the Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer for the Neighborhood Improvement Area #5 Improvements, the City Council has determined that the benefit to the Neighborhood Area #5 Assessed Property from the Neighborhood Improvement Area #5 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #5 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted,

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for 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 Neighborhood Improvement Area #5 is shown on the Neighborhood Improvement Area #5 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

7. Assessment Methodology for Future Neighborhood Improvement Areas

When any given Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds or the incurrence of an obligation under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area(s) are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

E. ASSESSMENTS

The Assessments have been levied on each Parcel of Assessed Property within the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, and Neighborhood Improvement Area #5 according to the Assessment Rolls, attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix D for Assessment per unit and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, the Neighborhood Improvement Area #4 Assessment Roll, and the Neighborhood Improvement Area #5 Assessment Roll shown on Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J, respectively, which are subject to revision through Annual Service Plan Updates.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

G. Prepayment Reserve – Major Improvement Area Bonds & Neighborhood Improvement Area #1 Bonds

A portion of the funds generated by the Additional Interest Rate collected in connection with Assessments levied against the Major Improvement Area and Neighborhood Improvement Area #1 will be allocated to fund the associated interest charged between the date of prepayment of an Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 and the date on which related PID Bonds are actually redeemed (the "Prepayment Reserve"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of an Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 and the date on which the related PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the related PID Bonds, the City can allocate the Prepayment Reserve component of the Additional Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indentures related to such PID Bonds. No additional interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds

H. Delinquency Reserve – Major Improvement Area Bonds & Neighborhood Improvement Area #1 Bonds

A portion of the funds generated by the Additional Interest collected in connection with Assessments levied against the Major Improvement Area and Neighborhood Improvement Area #1 will be allocated to offset any possible delinquent payments. This additional reserve (the "Delinquency Reserve") shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Additional Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture. No Additional Interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds

I. Additional Interest Reserve – Neighborhood Improvement Areas #2-3 Bonds, Neighborhood Improvement Area #4 Bonds, and Neighborhood Improvement Area #5 Bonds

Pursuant to the PID Act, the interest rate for any portion of the Assessments collected in connection with Assessments levied against Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, and/or Neighborhood Improvement

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Area #5 which secure a series of PID Bonds may exceed the actual interest rate per annum paid on the related PID Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the PID Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the PID Bonds, with the Additional Interest Rate of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding PID Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Rate of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in Appendix E. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve described in Section V.G , (iii) to fund the Delinquency Reserve described in Section V.H, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1

The Assessments and Annual Installments for the Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in Appendix F. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area Bonds, (ii) to fund the Prepayment Reserve described in Section V.G , (iii) to fund the Delinquency Reserve described in Section V.H, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2

The Assessments and Annual Installments for the Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in Appendix G. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) Neighborhood Improvement Area #2's portion of the principal and interest on the Neighborhood Improvement Areas #2-3 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #2.

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3

The Assessments and Annual Installments for the Neighborhood Improvement Area #3 Assessed Property are shown on the Neighborhood Improvement Area #3 Assessment Roll in Appendix H.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) Neighborhood Improvement Area #3's portion of the principal and interest on the Neighborhood Improvement Areas #2-3 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #3.

E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #4

The Assessments and Annual Installments for the Neighborhood Improvement Area #4 Assessed Property are shown on the Neighborhood Improvement Area #4 Assessment Roll in Appendix I. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #4 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #4.

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5

The Assessments and Annual Installments for the Neighborhood Improvement Area #5 Assessed Property are shown on the Neighborhood Improvement Area #5 Assessment Roll in Appendix J. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #5 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #5.

G. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood 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 Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Area #6, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

H. REALLOCATION OF ASSESSMENTS

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the new divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the estimated build out value of the new divided Assessed Property
D = the sum of the estimated build out value for all of the new divided Assessed Properties

The calculation of the estimated build out value of an Assessed Property shall be performed by the Administrator based on information from the City, the Developer, third party consultants, the Official Public Records of Collin County, Texas, and any other relevant source of information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided 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.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots 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 build out value of all new subdivided Lots with same Lot Type
D = the sum of the estimated build out value for all of the new subdivided Lots excluding Non-Benefitted Property
E = the number of Lots with same Lot Type

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Prior to the recording of a subdivision plat, the Developer shall provide the City an estimated build out 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 the County regarding the Lot.

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.

3. Upon 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.

4. Upon Change from a Commercial Parcel to a Residential Parcel

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Assessment that a Lot within its similar Lot type is assessed.

I. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

J. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of PID Bonds, resulting in excess PID Bond proceeds being available to redeem PID Bonds of such series, then the Assessment securing such series of PID Bonds for each Parcel of Assessed Property shall be reduced by the City Council (in accordance with the applicable Indenture) such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem PID Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of PID 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 PID Bond proceeds being available to redeem PID Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem PID Bonds, in accordance with 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 estimated build out value of each Parcel or Lot, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, and in accordance with the terms of the applicable Indenture, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID 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 PID Bonds is equal to the outstanding principal amount of the PID Bonds.

3. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Budgeted Costs used to calculate the Assessments securing the PID Bonds, resulting in excess Bond proceeds, then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property on a pro rata basis, and in accordance with the terms of the applicable Indenture, such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.

4. Similarly, if the City does not undertake some of the Authorized Improvements with the PID Bonds then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds and in accordance with the terms of the applicable Indenture.

5. The City Council may apply excess PID Bond proceeds to the redemption of the respective

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

PID Bonds in accordance with the terms of the applicable Indenture.

K. 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 PID Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of PID Bonds and reserve funds applied to the redemption under the applicable Indenture, net of any other costs applicable to the redemption of PID Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part. 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 of Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Rate (if applicable).

Major Improvement Area

Each Assessment for the Major Improvement Area Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll set forth for each year the Annual Installment for each Parcel based on an interest rate of 7.50% in years 1 through 30 (2016-2045) and the Additional Interest at the rate of 0.5% to fund Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, attached hereto as Appendix E.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #1

Each Assessment for the Neighborhood Improvement Area #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #1 Bonds. The Neighborhood Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.25% in years 1 through 30 (2016-2045) and the Additional Interest at the rate of 0.5% to fund Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #1 Assessment Roll, attached hereto as Appendix F.

Neighborhood Improvement Area #2

Each Assessment for the Neighborhood Improvement Area #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #2-3 Bonds. The Neighborhood Improvement Area #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2021-2025), 3.125% in years 6 through 10 (2026-2030), and 4.00% in years 11 through 30 (2031-2050) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #2 Assessment Roll, attached hereto as Appendix G.

Neighborhood Improvement Area #3

Each Assessment for the Neighborhood Improvement Area #3 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #2-3 Bonds. The Neighborhood Improvement Area #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2021-2025), 3.125% in years 6 through 10 (2026-2030), and 4.00% in years 11 through 30 (2031-2050) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #3 Assessment Roll, attached hereto as Appendix H.

Neighborhood Improvement Area #4

Each Assessment for the Neighborhood Improvement Area #4 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #4 Bonds. The Neighborhood Improvement Area #4 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2022-2026), 3.00% in years 6 through 10 (2027-2031), 3.375% in years 11 through 20 (2032-2041) , and 4.00% in years 21 through 30 (2042-2051) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #4 Assessment Roll, attached hereto as Appendix I.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Neighborhood Improvement Area #5

Each Assessment for the Neighborhood Improvement Area #5 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #5 Bonds. The Neighborhood Improvement Area #5 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.50% and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #5 Assessment Roll, attached hereto as Appendix J. Upon the issuance of the Neighborhood Improvement Area #5 Bonds, this assessment roll shall be updated to include the actual interest rate(s) on the Neighborhood Improvement Area #5 Bonds.

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

The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

L. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve or Additional Interest Reserve, as applicable. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

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

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Major Improvement Area

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. The initial Annual Installments relating to the Major Improvement Area Bonds were due when billed and were delinquent if not paid prior to February 1, 2017.

Neighborhood Improvement Area #1

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. The initial Annual Installments relating to the Neighborhood Improvement Area #1 Bonds were due when billed and were delinquent if not paid prior to February 1, 2017.

Neighborhood Improvement Area #2

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2021

Neighborhood Improvement Area #3

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #3 Improvements that benefit the Neighborhood Improvement Area #3 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2021

Neighborhood Improvement Area #4

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #4 Improvements that benefit the Neighborhood Improvement Area #4 Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following issuance of the Neighborhood Improvement Area #4 Bonds. The first payment of the Annual Installment of the Assessment levied against the Neighborhood Improvement Area #4 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2022

Neighborhood Improvement Area #5

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #5 Improvements that benefit the Neighborhood Improvement Area #5 Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following issuance of the Neighborhood Improvement Area #5 Bonds. It is expected that the first payment of the Annual Installment of the

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Assessment levied against the Neighborhood Improvement Area #5 Assessed Property will be due and payable on January 31, 2023, and delinquent if not paid prior to February 1, 2023.

M. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Major Improvement Area Bonds.

N. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #1 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #1 Bonds still remain after all of the Neighborhood Improvement Area #1 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #1 Bonds.

O. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Areas #2-3 Bonds still remain after all of the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Areas #2-3 Bonds.

P. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #4 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #4 Bonds still remain after all of the Neighborhood Improvement Area #4 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #4 Bonds.

Q. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #5 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #5 Bonds still remain after all of the Neighborhood Improvement Area #5 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #5 Bonds.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property was assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the $8,471,369 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, a portion of the costs of the PID formation and administration, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is $8,040,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $8,040,000 plus annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D.1. The Major Improvement Area Assessment Roll is attached hereto as Appendix E.

Table VII-A
Special Benefit Summary – Major Improvement Area

Special Benefit	Total Cost
Major Improvement Area Projects[1]	$6,146,368
PID Formation/Bond Costs of Issuance:	
Master Developer's Counsel/SAP/Appraisal	$98,829
Reserve Fund	$653,930
Capitalized Interest	$1,020,075
Additional Proceeds	$2,448
Underwriter's Discount/Underwriters Counsel	$213,121
Cost of Issuance	$336,598
Subtotal PID Formation/Bond Cost of Issuance	*$2,325,001*
Total Special Benefit	**$8,471,369**
Special Benefit:	
Total Special Benefit	$8,471,369
Assessment	$8,040,000
Excess Benefit	**$431,369**

[1]See Table III-A for details.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

B. NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. Table VII-B summarizes the $6,978,902 in special benefit received by the Neighborhood Improvement Area #1 Assessed Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is $5,790,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is $5,790,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D.2 The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Special Benefit Summary – Neighborhood Improvement Area #1

Special Benefit	Total Cost
Neighborhood Improvement Area #1 Projects[1]	$5,733,903
PID Formation/Bond Costs of Issuance:	
Master Developer's Counsel/SAP/Appraisal	$71,171
Reserve Fund	$412,100
Capitalized Interest	$357,247
Additional Proceeds	$0
Underwriter's Discount/Underwriters Counsel	$153,479
Cost of Issuance	$251,002
Subtotal PID Formation/Bond Cost of Issuance	*$1,244,999*
Total Special Benefit	**$6,978,902**
Special Benefit:	
Total Special Benefit	$6,978,902
Assessment	$5,790,000
Excess Benefit	**$1,188,902**

[1]See Table III-B for details.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

C. Neighborhood Improvement Area #2 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2 Improvements. Table VII-C summarizes the $3,649,490 in special benefit received by the Neighborhood Improvement Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements, a portion of the costs of the PID administration, costs related to financing the Neighborhood Improvement Area #2 Improvements, and the issuance of the Neighborhood Improvement Areas #2-3 Bonds. The portion of the par amount of the Neighborhood Improvement Areas #2-3 Bonds relating to Neighborhood Improvement Area #2 is $920,000 plus $25,000 in principal payments paid under the PID Reimbursement Agreement, which is less than the benefit received by the Neighborhood Improvement Area #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #2 Assessed Property is $945,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.D.3. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as Appendix G.

Table VII-C
Special Benefit Summary – Neighborhood Improvement Area #2

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Improvements[1]	$3,492,146
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$69,738
Underwriter's Discount/Underwriters Counsel	$60,006
Cost of Issuance	$27,600
Subtotal PID Formation/Bond Cost of Issuance	*$157,344*
Total Special Benefit	**$3,649,490**
Special Benefit:	
Total Special Benefit	$3,649,490
Assessment	$945,000
Excess Benefit	**$2,704,490**

[1]See Table III-C for details.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

D. NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #3 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #3 Improvements. Table VII-D summarizes the $3,964,617 in special benefit received by the Neighborhood Improvement Area #3 Assessed Property from the Neighborhood Improvement Area #3 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Areas #2-3 Bond issuance costs. The portion of the par amount of the Neighborhood Improvement Areas #2-3 Bonds relating to Neighborhood Improvement Area #3 is $2,275,000, which is less than the benefit received by the Neighborhood Improvement Area #3 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #3 Assessed Property is $2,275,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #3 Assessed Property is calculated based on the allocation methodologies described in Section V.D.4. The Neighborhood Improvement Area #3 Assessment Roll is attached hereto as Appendix H.

Table VII-D
Special Benefit Summary – Neighborhood Improvement Area #3

Special Benefit	Total Cost
Neighborhood Improvement Area #3 Improvements[1]	$3,470,719
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$172,451
Administrative Fund	$25,000
Capitalized Interest	$79,814
Underwriter's Discount/Underwriters Counsel	$68,250
Cost of Issuance	$148,384
Subtotal PID Formation/Bond Cost of Issuance	*$493,898*
Total Special Benefit	**$3,964,617**
Special Benefit:	
Total Special Benefit	$3,964,617
Assessment	$2,275,000
Excess Benefit	**$1,689,617**

[1]See Table III-D for details.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

E. NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #4 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #4 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #4 Improvements. Table VII-E summarizes the $7,258,014 in special benefit received by the Neighborhood Improvement Area #4 Assessed Property from the Neighborhood Improvement Area #4 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #4 Bond issuance costs. The par amount of the Neighborhood Improvement Area #4 Bonds relating to Neighborhood Improvement Area #4 is $5,255,000, which is less than the benefit received by the Neighborhood Improvement Area #4 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #4 Assessed Property is expected to be $5,255,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #4 Assessed Property is calculated based on the allocation methodologies described in Section V.D.5. The Neighborhood Improvement Area #4 Assessment Roll is attached hereto as Appendix I.

Table VII-E
Special Benefit Summary – Neighborhood Improvement Area #4

Special Benefit	Total Cost
Neighborhood Improvement Area #4 Improvements[1]	$6,210,351
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$393,728
Administrative Fund	$25,000
Capitalized Interest	$166,580
Underwriter's Discount/Underwriters Counsel	$157,650
Cost of Issuance	$304,705
Subtotal PID Formation/Bond Cost of Issuance	*$1,047,663*
Total Special Benefit	**$7,258,014**
Special Benefit:	
Total Special Benefit	$7,258,014
Assessment	$5,255,000
Excess Benefit	**$2,003,014**

[1]See Table III-E for details.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

F. Neighborhood Improvement Area #5 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #5 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #5 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #5 Improvements. Table VII-F summarizes the $6,744,386 in special benefit expected to be received by the Neighborhood Improvement Area #5 Assessed Property from the Neighborhood Improvement Area #5 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #5 Bond issuance costs. The par amount of the Neighborhood Improvement Area #5 Bonds is expected to be $6,463,000, which is less than the benefit received by the Neighborhood Improvement Area #5 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #5 Assessed Property is expected to be $6,463,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #5 Assessed Property is calculated based on the allocation methodologies described in Section V.D.6. The Neighborhood Improvement Area #5 Assessment Roll is attached hereto as Appendix J.

Table VII-F
Special Benefit Summary – Neighborhood Improvement Area #5

Special Benefit	Total Cost
Neighborhood Improvement Area #5 Improvements[1]	*$5,221,933*
Estimated PID Formation/Bond Costs of Issuance:	
Cost of Issuance	$380,983
Capitalized Interest	$321,893
Reserve Fund	$585,686
Administrative Expense	$40,000
Underwriter's Discount	$193,890
Subtotal Estimated PID Formation/Bond Issuance Costs	*$1,522,453*
Total Special Benefit	**$6,744,386**
Special Benefit:	
Total Special Benefit	$6,744,386
Projected Assessment	$6,463,000
Excess Benefit	**$281,386**

[1]See Table III-F for details.

G. Future Neighborhood Improvement Area Assessment Roll

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

H. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Rolls 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.K of this Service and Assessment Plan.

Once PID Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the PID Bonds. This update shall reflect the actual interest on the PID 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 PID Bonds and Developer funds.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

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

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 terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the 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 Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

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.

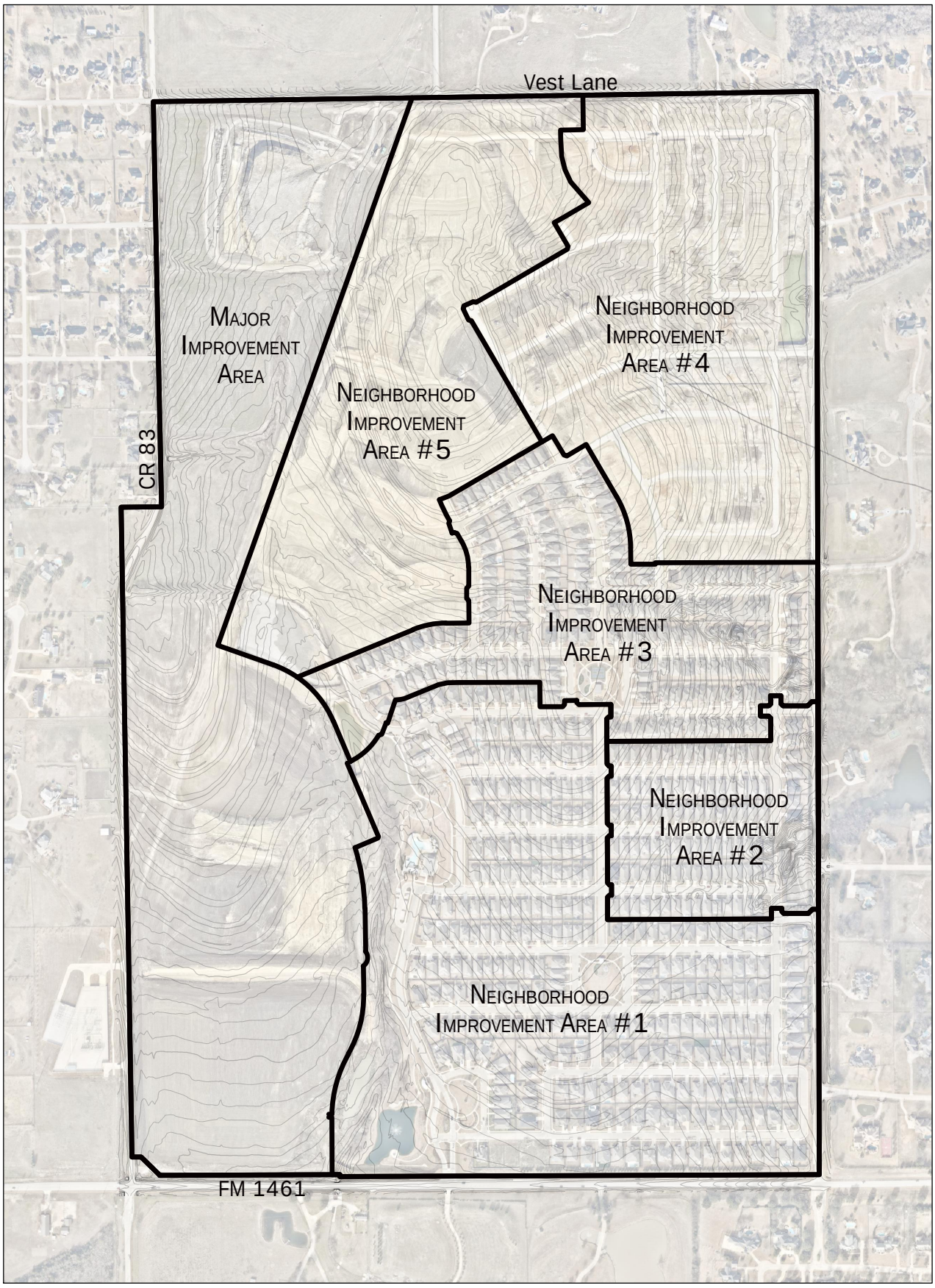
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the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

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

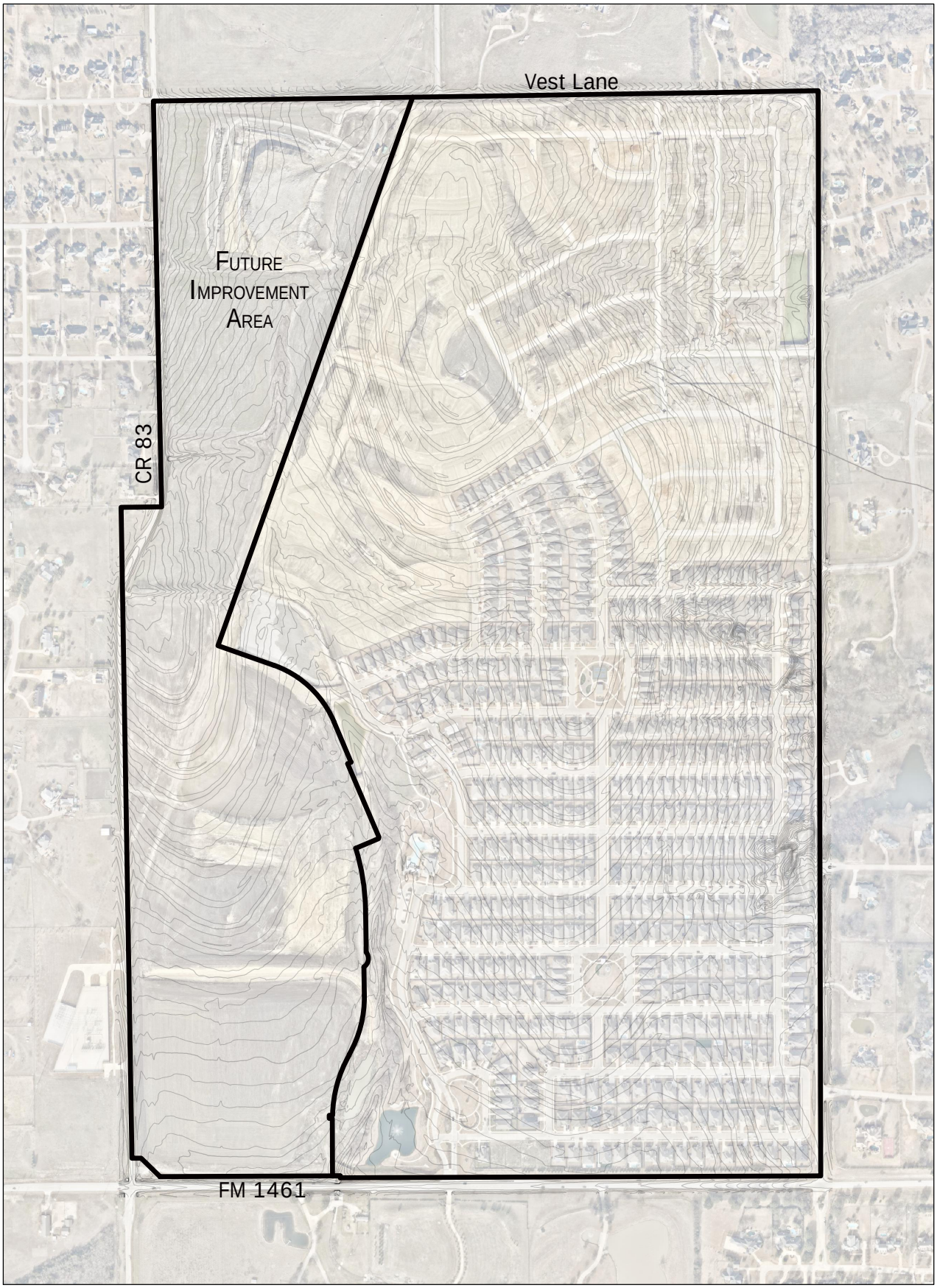
APPENDIX A
PID MAP

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)



Drawing: G:\2016 JOBS\16-171 Lliyano\CAD\Improvement Areas Exhibits.dwg Saved By: jroberts Save Time: 4/7/2022 2:52:02 PM Plotted by: lhoriz8 Plot Date: 5/16/2022 10:50 AM

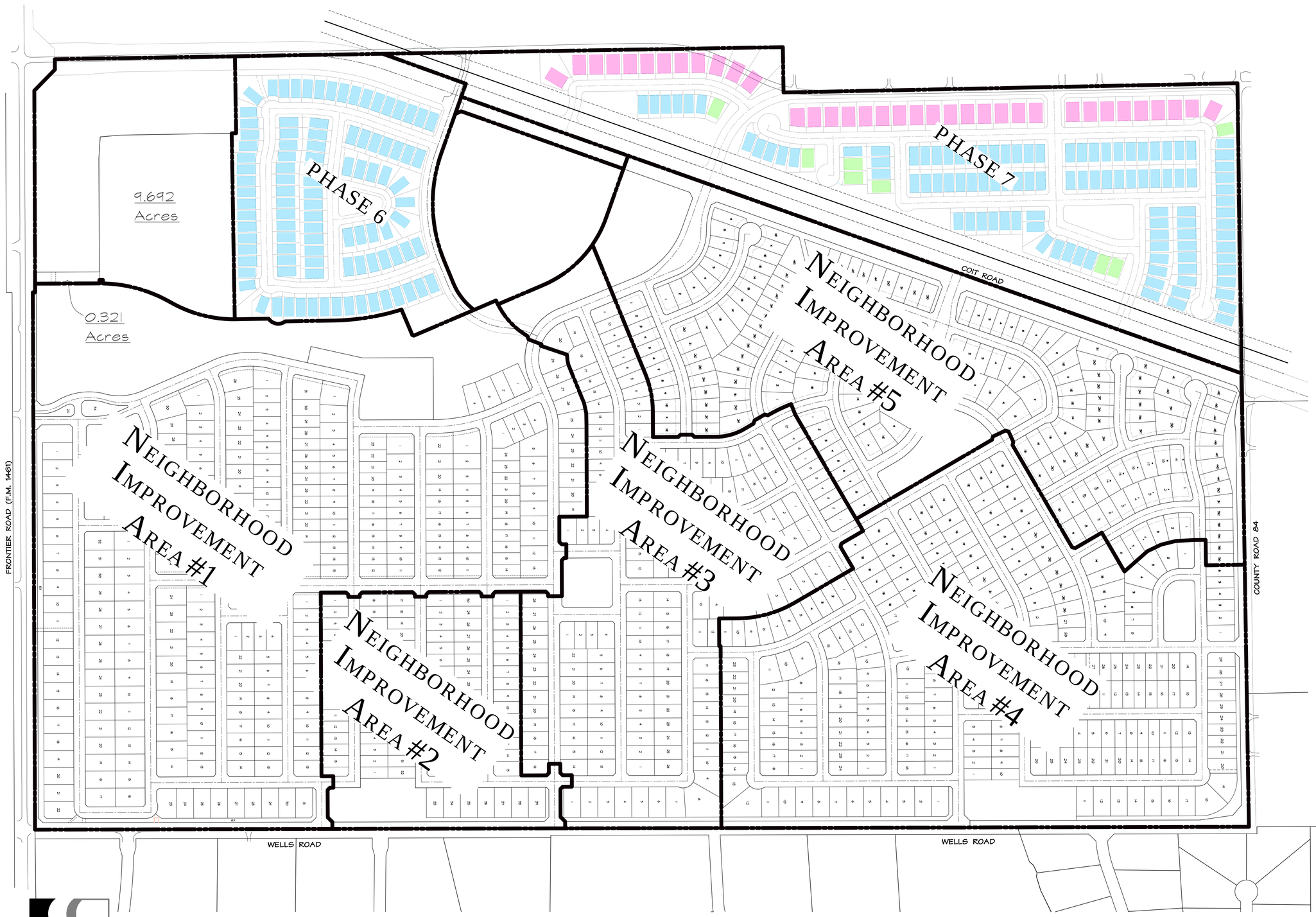
Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)



Drawing: G:\2016 JOBS\16-171 Lipan\CAD\Improvement Areas Exhibits.dwg Saved By: jroberts Save Time: 4/7/2022 2:52:02 PM

Plotted by: lhoirib Plot Date: 5/16/2022 10:55 AM

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)



200 0 100 200 400

1 inch = 200 ft.

PHASE 1
50'x120' Lots - 95
60'x120' Lots - 115
74'x130' Lots - 83
Total 293

PHASE 2A-1 ~ 21.350 Ac.
50'x120' Lots - 92
74'x130' Lots - 7
Total 99

PHASE 2A-2 ~ 27.370 Ac.
50'x120' Lots - 7
60'x120' Lots - 89
74'x130' Lots - 8
Total 104

PHASE 3 18.356 Ac.
50'x120' Lots - 73
60'x120' Lots - 5
Total 78

PHASE 4 (Remaining)
50'x120' Lots - 156
60'x120' Lots - 100
71'x120' Lots - 20
Total 276

PHASE 5 (Remaining)
50'x120' Lots - 139
60'x120' Lots - 68
Total 207

PHASE 6 (Remaining)
50'x120' Lots - 100
Total 100

PHASE 7 (Remaining)
50'x120' Lots - 107
60'x120' Lots - 8
71'x120' Lots - 36
Total 151

Total
50'x120' Lots - 769 (58.79%) Max. 60%
60'x120' Lots - 385 (29.43%)
70'±x120'± Lots - 154 (12.00%)
Total 1308

SPIARS
ENGINEERING & SURVEYING
TBPE No F-2121 • TBLPS No. F-10043100
972.422.0077 • www.spiarseng.com

WELLS SOUTH (LILYANA)
PAD MAP (P)

HILLWOOD COMMUNITIES
A PEROT COMPANY℠

Drawing: G:\2016_JOBS\16-171 Lilyana\CAD\2022_04_07_PID Exhibit pad-nav-3.dwg Saved By: lhatch Save Time: 4/7/2022 2:46:56 PM Plotted by: lhatch Plot Date: 5/19/2022 11:08 AM

Attachment: Draft Ordinance (Wells South NIA #5 - PID SAP Levy Ordinance)

APPENDIX B-1
LEGAL DESCRIPTION – ALL PROPERTY

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix B-1

PROPERTY METES AND BOUNDS DESCRIPTION

(400.524 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrianne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PKnail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX B-2
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #1

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #1
(approximately 93.21 acres)

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of a called 214.659 acre tract of land as described in instrument to The George White Family Limited Partnership, recorded in County Clerk's File No. 2005-0005703 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a PK Nail found in the approximate centerline of County Road No. 84 and being in the north right-of-way line of F.M 1461, a variable width right of way, and being the northeast corner of a tract of land to the State of Texas, as described in instrument recorded in Volume 484, Page 275 of the Deed Records of Collin County, Texas (D.R.C.C.T.), being the southeast corner of the 214.659 acre George White Family tract;

THENCE, South 89 degrees 46 minutes 00 seconds West, along the north right-of-way line of F.M. 1461 and the south line of the 214.659 acre George White Family tract, a distance of 2,171.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, departing the south line of the 214.659 acre George White Family tract, and the north right-of-way line of F.M. 1461, North 00 degrees 39 minutes 56 seconds East, a distance of 939.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, South 89 degrees 51 minutes 22 seconds West, a distance of 61.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, North 11 degrees 58 minutes 44 seconds East, a distance of 117.06 feet to a point for a corner;

THENCE, North 01 degrees 14 minutes 17 seconds West, a distance of 142.46 feet to a point for a corner;

THENCE, North 01 degrees 52 minutes 47 seconds West, a distance of 143.69 feet to a point for a corner;

THENCE, North 05 degrees 39 minutes 29 seconds West, a distance of 74.86 feet to a point for a corner;

THENCE, North 10 degrees 23 minutes 36 seconds West, a distance of 74.86 feet to a point for a corner;

THENCE, North 18 degrees 07 minutes 19 seconds West, a distance of 53.93 feet to a point for a corner;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE, North 22 degrees 03 minutes 04 seconds West, a distance of 127.12 feet to a point for a corner;

THENCE, North 68 degrees 27 minutes 26 seconds East, a distance of 123.81 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 21 degrees 32 minutes 34 seconds West, a distance of 432.10 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 65 degrees 24 minutes 00 seconds East, a distance of 58.10 feet to a point for a corner;

THENCE, North 56 degrees 30 minutes 34 seconds East, a distance of 58.10 feet to a point for a corner;

THENCE, North 48 degrees 55 minutes 07 seconds East, a distance of 47.69 feet to a point for a corner;

THENCE, North 33 degrees 52 minutes 49 seconds East, a distance of 47.94 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 22 degrees 52 minutes 44 seconds East, a distance of 182.18 feet to a point for a corner;

THENCE, North 86 degrees 38 minutes 38 seconds East, a distance of 50.03 feet to a point for a corner;

THENCE, North 67 degrees 39 minutes 44 seconds East, a distance of 121.67 feet to a point for a corner;

THENCE, North 73 degrees 33 minutes 49 seconds East, a distance of 44.63 feet to a point for a corner;

THENCE, North 83 degrees 32 minutes 02 seconds East, a distance of 78.51 feet to a point for a corner;

THENCE, North 88 degrees 55 minutes 45 seconds East, a distance of 453.30 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, South 01 degree 01 minute 26 seconds East, a distance of 296.68 feet to a point for a corner;

THENCE, North 89 degrees 21 minutes 24 seconds East, a distance of 299.56 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE, South 00 degrees 25 minutes 49 seconds East, a distance of 900.40 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 89 degrees 16 minutes 55 seconds East, a distance of 633.44 feet to a point for a corner;

THENCE, South 68 degrees 22 minutes 28 seconds East, a distance of 43.04 feet to a point for a corner;

THENCE, South 00 degrees 11 minutes 53 seconds West, a distance of 119.12 feet to a point for a corner;

THENCE, North 89 degrees 18 minutes 51 seconds East, a distance of 137.43 feet to a point for a corner;

THENCE, North 00 degrees 16 minutes 22 seconds East, a distance of 155.86 feet to a point for a corner;

THENCE, North 89 degrees 52 minutes 13 seconds East, a distance of 237.38 feet to a Mag nail set in the east line of the 214.659 acre George White Family tract and being in County Road No. 84;

THENCE, South 00 degrees 07 minutes 47 seconds East, along the east line of the 214.659 acre George White Family tract and County Road No. 84, a distance of 1,306.85 feet the POINT OF BEGINNING and CONTAINING 93.21 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX B-3
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #2

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #2
(approximately 21.347 acres)

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being all of a tract conveyed to LILYANA PHASE 2, LLC, according to the deed recorded in Document No. 20171116001527360 of the Official Public Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" capped iron rod found on the west line of County Road 84, a variable width public right-of-way, for the lower northeast corner of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199, Plat Records, Collin County, Texas (PRCCT), from which a PK nail found bears S 00°07'47" E, a distance of 1293.95 feet;

THENCE along the northerly and easterly lines of Lilyana Phase 1, the following:

S 89°52'13" W, 30.00 feet;

S 44°49'07" W, 28.31 feet;

S 89°46'00" W, 119.34 feet;

N 45°14'00" W, 14.14 feet;

N 00°14'00" W, 15.00 feet;

S 89°46'00" W, 50.00 feet;

S 00°14'00" E, 51.59 feet;

S 89°46'00" W, 800.00 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 110.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet;

N 00°14'00" W, 50.00 feet;

S 89°46'00" W, 10.00 feet;

N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 220.00 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet;

N 00°14'00" W, 50.00 feet;

S 89°46'00" W, 10.00 feet;

N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 220.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet;

N 00°14'00" W, 50.00 feet;

S 89°46'00" W, 10.00 feet;

N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;

And N 00°14'00" W, 110.00 feet;

THENCE departing an east line of Lilyana Phase 1, through said Celina Development tract, the following:

N 89°46'00" E, 800.00 feet;

N 00°14'00" W, 110.00 feet;

N 45°14'00" W, 14.14 feet;

S 89°46'00" W, 40.00 feet;

N 00°14'00" W, 50.00 feet;

N 89°46'00" E, 40.00 feet;

N 44°46'00" E, 14.14 feet;

N 00°14'00" W, 40.00 feet;

N 89°46'00" E, 50.00 feet;

S 00°14'00" E, 40.00 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

S 45°14'00" E, 14.14 feet;

N 89°46'00" E, 121.16 feet;

N 44°48'57" E, 28.31 feet;

And N 89°51'54" E, 30.00 feet to the west line of County Road 84;

THENCE S 00°08'06" E, 61.40 feet along the west line thereof to a PK nail found;

THENCE S 00°07'47" E, 952.01 feet continuing along the west line of County Road 84 to the POINT OF BEGINNING with the subject tract containing 929,889 square feet or 21.347 acres of land.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX B-4
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #3

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #3
(approximately 44.724 acres)

TRACT 1

BEING a tract of land situated in the J. Westover Survey, Abstract No. 1030, and the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development, LLC according to the deed recorded in Document No. 20151123001468620 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the west line of County Road 84, and from which a 5/8" iron rod found for the northeast corner of the parent tract, bears N 00°08'06" W, 2,297.61 feet;

THENCE S 00°08'06" E, 680.05 feet along County Road 84 to the northeast corner of Lilyana Phase 2A-1, an addition recorded in Cabinet 2018, Page 530 of the Plat Records, Collin County, Texas (PRCCT);

THENCE along Lilyana Phase 2A-1, the following:

S 89°51'54" W, 30.00 feet;

S 44°48'57" W, 28.31 feet;

S 89°46'00" W, 121.16 feet to a point from which an "X" found for the intersection of the centerline of Indian Grass Lane with the centerline of Daisy Corner Drive, bears S 54°13'45" W, 43.01 feet;

N 45°14'00" W, 14.14 feet;

N 00°14'00" W, 40.00 feet;

S 89°46'00" W, 50.00 feet;

S 00°14'00" E, 40.00 feet;

S 44°46'00" W, 14.14 feet;

S 89°46'00" W, 40.00 feet;

S 00°14'00" E, 50.00 feet;

N 89°46'00" E, 40.00 feet;

S 45°14'00" E, 14.14 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

S 00°14'00" E, 110.00 feet;

And S 89°46'00" W, 800.00 feet to the east line of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199 PRCCT;

THENCE along Lilyana Phase 1, the following:

N 00°14'00" W, 110.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet to a point from which an “X” found in concrete for the intersection of the centerline of Blue Thistle Road with the centerline of Daisy Corner Drive, bears N 63°40’05” W, 55.90 feet;

N 00°14'00" W, 60.00 feet;

S 89°46'00" W, 155.84 feet;

And N 45°14'00" W, 14.14 feet;

THENCE N 00°14'00" W, 200.00 feet;

THENCE N 44°46'00" E, 14.14 feet;

THENCE N 89°46'00" E, 15.00 feet;

THENCE N 00°14'00" W, 60.00 feet;

THENCE S 89°46'00" W, 14.16 feet;

THENCE N 00°14'00" W, 120.00 feet;

THENCE S 89°46'00" W, 53.00 feet;

THENCE N 00°14'00" W, 310.40 feet;

THENCE around a tangent curve to the left having a central angle of 30°00'00", a radius of 440.00 feet, a chord of N 15°14'00" W - 227.76 feet, an arc length of 230.38 feet;

THENCE N 30°14'00" W, 166.95 feet;

THENCE N 59°46'00" E, 6.90 feet;

THENCE N 30°14'00" W, 170.00 feet;

THENCE N 59°46'00" E, 173.95 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE S 30°14'00" E, 110.00 feet;

THENCE S 75°14'00" E, 14.14 feet;

THENCE N 59°46'00" E, 110.00 feet;

THENCE S 30°14'00" E, 295.79 feet;

THENCE around a tangent curve to the right having a central angle of 30°00'00", a radius of 500.00 feet, a chord of S 15°14'00" E - 258.82 feet, an arc length of 261.80 feet;

THENCE S 00°14'00" E, 78.67 feet;

THENCE N 89°46'00" E, 120.00 feet;

THENCE N 00°14'00" W, 6.12 feet;

THENCE N 89°46'00" E, 792.36 feet to the POINT OF BEGINNING with the subject tract containing 1,148,607 square feet or 26.368 acres of land.

TRACT 2

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development, LLC according to the deed recorded in Document No. 20151123001468620 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the north line of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199 of the Plat Records, Collin County, Texas (PRCCT) and from which an “X” found in concrete for the intersection of the centerline of Daisy Corner Drive with the centerline of Blue Thistle Road, bears S 64°50’07” E, 128.23 feet;

THENCE along the north line of Lilyana Phase 1, the following:

S 89°46'00" W, 60.00 feet;

S 00°14'00" E, 20.00 feet;

S 44°46'00" W, 14.14 feet;

S 89°46'00" W, 110.00 feet;

N 00°14'00" W, 120.00 feet;

S 89°46'00" W, 400.00 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

S 88°53'40" W, 50.19 feet;

S 77°51'01" W, 44.60 feet;

S 67°46'00" W, 181.92 feet;

S 78°31'41" W, 16.36 feet;

S 84°46'23" W, 26.96 feet;

S 18°41'16" W, 120.00 feet;

Around a non-tangent curve to the right having a central angle of 02°17'13", a radius of 175.00 feet, a chord of N 70°10'08" W - 6.98 feet, an arc length of 6.98 feet;

S 20°58'28" W, 60.00 feet;

S 71°28'14" W, 15.16 feet;

S 30°44'50" W, 1.72 feet;

And around a tangent curve to the right having a central angle of 32°55'42", a radius of 330.00 feet, a chord of S 47°12'41" W - 187.05 feet, an arc length of 189.65 feet;

THENCE N 23°02'13" W, 212.96 feet;

THENCE around a tangent curve to the left having a central angle of 32°26'29", a radius of 500.00 feet, a chord of N 39°15'27" W - 279.34 feet, an arc length of 283.10 feet to a point from which a 5/8” iron rod with plastic cap found for a northwest corner of the parent tract, bears N 38°31’32” W, 1,063.32 feet;

THENCE N 67°46'00" E, 610.84 feet;

THENCE around a tangent curve to the right having a central angle of 22°00'00", a radius of 430.00 feet, a chord of N 78°46'00" E - 164.10 feet, an arc length of 165.11 feet;

THENCE N 89°46'00" E, 111.47 feet;

THENCE N 00°14'00" W, 110.00 feet;

THENCE N 45°14'00" W, 14.14 feet;

THENCE N 00°14'00" W, 50.00 feet;

THENCE N 44°46'00" E, 14.14 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE N 00°14'00" W, 92.81 feet;

THENCE around a tangent curve to the left having a central angle of 30°00'00", a radius of 250.00 feet, a chord of N 15°14'00" W - 129.41 feet, an arc length of 130.90 feet;

THENCE N 30°14'00" W, 46.08 feet;

THENCE N 70°51'04" W, 15.18 feet;

THENCE around a non-tangent curve to the right having a central angle of 01°45'56", a radius of 325.00 feet, a chord of S 70°17'42" W - 10.01 feet, an arc length of 10.01 feet;

THENCE N 18°49'20" W, 50.00 feet;

THENCE N 19°57'05" E, 12.81 feet;

THENCE N 30°14'00" W, 1.38 feet;

THENCE around a tangent curve to the right having a central angle of 08°56'51", a radius of 725.00 feet, a chord of N 25°45'34" W - 113.10 feet, an arc length of 113.22 feet;

THENCE N 68°42'51" E, 50.00 feet;

THENCE N 59°46'00" E, 411.23 feet;

THENCE S 30°14'00" E, 170.00 feet;

THENCE S 59°46'00" W, 6.90 feet;

THENCE S 30°14'00" E, 166.95 feet;

THENCE around a tangent curve to the right having a central angle of 30°00'00", a radius of 440.00 feet, a chord of S 15°14'00" E - 227.76 feet, an arc length of 230.38 feet;

THENCE S 00°14'00" E, 310.40 feet;

THENCE N 89°46'00" E, 53.00 feet;

THENCE S 00°14'00" E, 120.00 feet;

THENCE N 89°46'00" E, 14.16 feet;

THENCE S 00°14'00" E, 60.00 feet;

THENCE S 89°46'00" W, 15.00 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE S 44°46'00" W, 14.14 feet;

THENCE S 00°14'00" E, 190.00 feet to the POINT OF BEGINNING with the subject tract containing 799,601 square feet or 18.356 acres of land.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX B-5
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #4

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #4
(approximately 67.494 acres)

BEING a tract of land situated in the J. Westover Survey, Abstract No. 1030, and the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract conveyed to LILYANA PHASE 4, LLC, by deed recorded in Document No. 20210302000414010 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in a bend of County Road 84, a public road, and being on the west line of a right-of-way dedication created by the final plat of Wilson Creek Estates Phase 2, recorded in Cabinet K, Page 192, Plat Records, Collin County, Texas (PRCCT);

THENCE S 00°08'06" E, 2297.61 feet along County Road 84, and along the west line of said right-of-way dedication, and of another dedication created by the final plat of Wilson Creek Estates, recorded in Cabinet J, Page 605 PRCCT, to a point for corner;

THENCE departing said road, into the subject tract, the following:

S 89°46'00" W, 792.36 feet;

S 00°14'00" E, 6.12 feet;

S 89°46'00" W, 120.00 feet;

N 00°14'00" W, 78.67 feet;

A tangent curve to the left having a central angle of 30°00'00", a radius of 500.00 feet, a chord of N 15°14'00" W - 258.82 feet, an arc length of 261.80 feet;

N 30°14'00" W, 295.79 feet;

S 59°46'00" W, 110.00 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 110.00 feet;

S 59°46'00" W, 60.00 feet;

N 30°14'00" W, 110.00 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 60.00 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

N 14°46'00" E, 14.14 feet;

N 30°14'00" W, 494.97 feet;

N 75°18'48" W, 14.12 feet;

N 31°27'16" W, 60.00 feet;

A non-tangent curve to the right having a central angle of 01°05'25", a radius of 330.00 feet, a chord of N 59°05'27" E - 6.28 feet, an arc length of 6.28 feet;

N 15°08'08" E, 14.05 feet;

N 59°46'00" E, 50.00 feet;

S 30°14'00" E, 4.87 feet;

S 75°14'00" E, 14.14 feet;

N 59°46'00" E, 225.35 feet;

N 14°46'00" E, 14.14 feet;

N 59°46'00" E, 50.00 feet;

S 75°14'00" E, 14.14 feet;

N 59°46'00" E, 219.77 feet;

N 15°24'44" E, 14.30 feet;

N 28°56'32" W, 109.92 feet;

N 61°03'28" E, 190.99 feet;

N 36°03'33" W, 150.88 feet;

A tangent curve to the right having a central angle of 35°18'53", a radius of 295.00 feet, a chord of N 18°24'06" W - 178.96 feet, an arc length of 181.83 feet;

N 00°44'40" W, 86.28 feet;

N 89°15'20" E, 106.54 feet;

N 00°44'40" W, 138.00 feet;

S 89°15'20" W, 533.56 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

A tangent curve to the left having a central angle of 07°17'16", a radius of 120.50 feet, a chord of S 85°36'43" W - 15.32 feet, an arc length of 15.33 feet;

S 81°58'05" W, 52.52 feet;

A tangent curve to the right having a central angle of 10°46'52", a radius of 179.50 feet, a chord of S 87°21'30" W - 33.73 feet, an arc length of 33.78 feet;

A compound curve to the right having a central angle of 15°06'07", a radius of 402.63 feet, a chord of N 79°42'00" W - 105.82 feet, an arc length of 106.12 feet;

S 64°33'12" W, 35.34 feet;

And N 19°31'46" E, 35.36 feet to a point in County Road 84;

THENCE N 89°09'41" E, 49.21 feet along said road to a PK nail found, being the intersection of County Road 84 and County Road 86, a public road;

THENCE N 89°15'20" E, 1269.46 feet continuing along County Road 84 to a point for corner;

THENCE N 88°41'35" E, 580.75 feet continuing along County Road 84 to the POINT OF BEGINNING with the subject tract containing 2,940,037 square feet or 67.494 acres of land.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX B-6
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #5

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

METES AND BOUNDS DESCRIPTION

WHEREAS M/I Homes of DFW LLC, is the owner of a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract described in deed recorded in Document No. 20210902001788700, Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner of a remainder of that tract conveyed to Celina Development, LLC, recorded in Document No. 20151123001468620 DRCCT;

THENCE departing said corner, the following:

N 19°31'42" E, 127.06 feet;

THENCE N 25°16'36" E, 96.35 feet;

THENCE N 19°31'46" E, 90.58 feet;

THENCE N 64°31'46" E, 26.87 feet;

THENCE N 19°31'40" E, 42.68 feet;

THENCE around a non-tangent curve to the right having a central angle of 14°15'21", a radius of 60.00 feet, a chord of N 58°55'37" W - 14.89 feet, an arc length of 14.93 feet;

THENCE around a compound curve to the right having a central angle of 142°39'24", a radius of 3.00 feet, a chord of N 19°31'46" E - 5.68 feet, an arc length of 7.47 feet;

THENCE around a compound curve to the right having a central angle of 03°35'02", a radius of 60.00 feet, a chord of S 87°21'02" E - 3.75 feet, an arc length of 3.75 feet;

THENCE N 19°31'42" E, 45.91 feet;

THENCE N 25°28'16" W, 24.97 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE N 19°31'42" E, 832.29 feet;

THENCE N 25°17'28" E, 96.32 feet;

THENCE N 19°31'46" E, 78.12 feet;

THENCE N 64°31'44" E, 26.87 feet;

THENCE N 19°31'42" E, 42.67 feet;

THENCE around a non-tangent curve to the right having a central angle of 14°20'17", a radius of 60.00 feet, a chord of N 58°58'47" W - 14.98 feet, an arc length of 15.01 feet;

THENCE around a compound curve to the right having a central angle of 142°37'36", a radius of 3.00 feet, a chord of N 19°30'10" E - 5.69 feet, an arc length of 7.47 feet;

THENCE around a non-tangent curve to the right having a central angle of 03°40'24", a radius of 60.00 feet, a chord of S 87°21'30" E - 3.85 feet, an arc length of 3.85 feet;

THENCE N 19°31'42" E, 45.87 feet;

THENCE N 25°28'18" W, 25.00 feet;

THENCE N 19°31'42" E, 1066.16 feet;

THENCE N 25°18'29" E, 96.28 feet;

THENCE N 19°31'46" E, 73.34 feet;

THENCE N 64°33'12" E, 35.34 feet to the south line of Vest Lane;

THENCE along the south line thereof, the following:

A non-tangent curve to the left having a central angle of 15°06'07", a radius of 402.63 feet, a chord of S 79°42'00" E - 105.82 feet, an arc length of 106.12 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

A compound curve to the left having a central angle of 10°46'52", a radius of 179.50 feet, a chord of N 87°21'30" E - 33.73 feet, an arc length of 33.78 feet;

N 81°58'05" E, 52.52 feet;

A tangent curve to the right having a central angle of 07°17'16", a radius of 120.50 feet, a chord of N 85°36'43" E - 15.32 feet, an arc length of 15.33 feet;

And N 89°15'20" E, 533.56 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner of Lilyana Phase 4, an addition recorded in Cabinet 2022, Page 108, Plat Records, Collin County, Texas;

THENCE along the common line thereof, the following:

S 00°44'40" E, 138.00 feet;

S 89°15'20" W, 106.54 feet;

S 00°44'40" E, 86.28 feet;

A tangent curve to the left having a central angle of 35°18'53", a radius of 295.00 feet, a chord of S 18°24'06" E - 178.96 feet, an arc length of 181.83 feet;

S 36°03'33" E, 150.88 feet;

S 61°03'28" W, 190.99 feet;

S 28°56'32" E, 109.92 feet;

S 15°24'44" W, 14.30 feet;

S 59°46'00" W, 219.77 feet;

N 75°14'00" W, 14.14 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

S 59°46'00" W, 50.00 feet;

S 14°46'00" W, 14.14 feet;

S 59°46'00" W, 225.35 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 4.87 feet;

S 59°46'00" W, 50.00 feet;

S 15°08'08" W, 14.05 feet;

A non-tangent curve to the left having a central angle of 01°05'25", a radius of 330.00 feet, a chord of S 59°05'27" W - 6.28 feet, an arc length of 6.28 feet;

S 31°27'16" E, 60.00 feet;

S 75°18'48" E, 14.12 feet;

S 30°14'00" E, 494.97 feet;

S 14°46'00" W, 14.14 feet;

S 30°14'00" E, 60.00 feet;

S 75°14'00" E, 14.14 feet;

And S 30°14'00" E, 110.00 feet to a north line of Lilyana Phase 2A-2, recorded in Document No. 20201102010004190 DRCCT;

THENCE S 59°46'00" W, 525.17 feet along the north line thereof and of Lilyana Phase 3, recorded in Document No. 20201102010004190 DRCCT, to a northerly corner thereof;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

THENCE continuing along the common line thereof, the following:

S 68°42'51" W, 50.00 feet;

A non-tangent curve to the left having a central angle of 08°56'51", a radius of 725.00 feet, a chord of S 25°45'34" E - 113.10 feet, an arc length of 113.22 feet;

S 30°14'00" E, 1.38 feet;

S 19°57'05" W, 12.81 feet;

S 18°49'20" E, 50.00 feet;

A non-tangent curve to the left having a central angle of 01°45'56", a radius of 325.00 feet, a chord of N 70°17'42" E - 10.01 feet, an arc length of 10.01 feet;

S 70°51'04" E, 15.18 feet;

S 30°14'00" E, 46.08 feet;

A tangent curve to the right having a central angle of 30°00'00", a radius of 250.00 feet, a chord of S 15°14'00" E - 129.41 feet, an arc length of 130.90 feet;

S 00°14'00" E, 92.81 feet;

S 44°46'00" W, 14.14 feet;

S 00°14'00" E, 50.00 feet;

S 45°14'00" E, 14.14 feet;

S 00°14'00" E, 110.00 feet;

S 89°46'00" W, 111.47 feet;

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

A tangent curve to the left having a central angle of 22°00'00", a radius of 430.00 feet, a chord of S 78°46'00" W - 164.10 feet, an arc length of 165.11 feet;

And S 67°46'00" W, 610.84 feet to a northwesterly corner of Lilyana Phase 3, being in the north line of said remainder;

THENCE along the north line thereof, around a non-tangent curve to the left having a central angle of 15°00'03", a radius of 500.00 feet, a chord of N 62°58'43" W - 130.53 feet, an arc length of 130.91 feet;

THENCE N 70°28'44" W, 226.60 feet continuing along the north line thereof to the POINT OF BEGINNING with the subject tract containing 2,383,619 square feet or 54.720 acres of land.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX C
HOMBUYER DISCLOSURE FORM

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

[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 ***Wells South 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 Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

[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 Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

[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 Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

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 Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX D
ASSESSMENT PER UNIT AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix D

A) Proposed Development

Table D-1 shows the proposed Lot Types to be developed within the PID.

Table D-1
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft	156	Units
Single Family – 60 Ft	381	Units
Single Family – 50 Ft	771	Units
Townhomes	50	Units
Subtotal Residential	*1,358*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

Table D-2 shows the proposed Lot Types within the Major Improvement Area.

Table D-2
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft	71	Units
Single Family – 60 Ft	270	Units
Single Family – 50 Ft	674	Units
Townhomes	50	Units
Subtotal Residential	*1,065*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

Table D-3 shows the Lot Types within Neighborhood Improvement Area #1.

Table D-3
Actual Development – Neighborhood Improvement Area #1

Development	Quantity	Measurement
Single Family – 70 Ft	85	Units
Single Family – 60 Ft	111	Units
Single Family – 50 Ft	97	Units
Total	**293**	**Units**

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-4 shows the Lot Types within Neighborhood Improvement Area #2.

Table D-4
Actual Development – Neighborhood Improvement Area #2

Development	Quantity	Measurement
Single Family – 70 Ft	7	Units
Single Family – 50 Ft	92	Units
Total	**99**	**Units**

Table D-5 shows the Lot Types within Neighborhood Improvement Area #3.

Table D-5
Actual Development – Neighborhood Improvement Area #3

Development	Quantity	Measurement
Single Family – 70 Ft	8	Units
Single Family – 60 Ft	94	Units
Single Family – 50 Ft	80	Units
Total	**182**	**Units**

Table D-6 shows the Lot Types within Neighborhood Improvement Area #4.

Table D-6
Actual Development – Neighborhood Improvement Area #4

Development	Quantity	Measurement
Single Family – 70 Ft	20	Units
Single Family – 60 Ft	100	Units
Single Family – 50 Ft	156	Units
Total	**276**	**Units**

Table D-7 shows the Lot Types within Neighborhood Improvement Area #5.

Table D-7
Proposed Development – Neighborhood Improvement Area #5

Proposed Development	Quantity	Measurement
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	139	Units
Total	**207**	**Units**

B) Allocation of Assessments to Lots within the Major Improvement Area

Table D-8 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Major Improvement Area Bonds for each Lot Type within the Major Improvement Area.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-8
Original Assessment Allocation - Major Improvement Area

Lot Size	Units/GSF	Estimated Buildout Value	Total Assessment	Annual Installment (1st Full Year After Cap I)[1]	Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Pe $100/AV)
NIA #2							
50 Ft	92	$30,360,000	$452,161	$42,427	$4,915	$461	$0.
70 Ft	7	$3,010,000	$44,829	$4,206	$6,404	$601	$0.
OAP	-	-	$5,020	$471	-	-	
Subtotal	*99*	*$33,370,000*	*$502,010*	*$47,105*			
NIA #3							
50 Ft	80	$28,000,000	$417,013	$39,129	$5,213	$489	$0.
60 Ft	94	$37,600,000	$559,988	$52,545	$5,957	$559	$0.
70 Ft	8	$3,600,000	$53,616	$5,031	$6,702	$629	$0.
OAP	-	-	$10,410	$977	-	-	
Subtotal	*182*	*$69,200,000*	*$1,041,027*	*$97,682*			
NIA #4							
50 Ft	156	$70,200,000	$1,045,510	$98,103	$6,702	$629	$0.
60 Ft	100	$50,000,000	$744,665	$69,874	$7,447	$699	$0.
70 Ft	20	$11,000,000	$163,826	$15,372	$8,191	$769	$0.
OAP	-	-	$19,737	$1,852	-	-	
Subtotal	*276*	*$131,200,000*	*$1,973,739*	*$185,201*			
NIA #5							
50 Ft	139	$77,840,000	$1,159,295	$108,779	$8,340	$783	$0.
60 Ft	68	$51,000,000	$759,559	$71,271	$11,170	$1,048	$0.
OAP	-	-	$19,382	$1,819	-	-	
Subtotal	*207*	*$128,840,000*	*$1,938,236*	*$181,869*			
NIA #6							
50 Ft	100	$56,000,000	$834,025	$78,259	$8,340	$783	$0.
OAP	-	-	$8,424	$790	-	-	
Subtotal	*100*	*$56,000,000*	*$842,450*	*$79,049*			
NIA #7							
50 Ft	107	$59,920,000	$892,407	$83,737	$8,340	$783	$0.
60 Ft	8	$6,000,000	$89,360	$8,385	$11,170	$1,048	$0.
70 Ft	36	$28,800,000	$428,927	$40,247	$11,915	$1,118	$0.
OAP	-	-	$14,249	$1,337	-	-	
Subtotal	*151*	*$94,720,000*	*$1,424,943*	*$133,706*			
NIA #8							
Townhome	50	$15,000,000	$223,400	$20,962	$4,468	$419	$0.
Area F	53,143	$6,111,468	$91,020	$8,541	$1.71	$0.16	$0.
OAP	-	-	$3,176	$298	-	-	
Subtotal	*-*	*$21,111,468*	*$317,595*	*$29,801*			
Total	**1,015**	**$534,441,468**	**$8,040,000**	**$754,412**			

Note: Estimates in Table D-8 are based on updated Lot counts and estimated buildout values provided by the Master Developer as part of tl SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown, the original assessme allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of tl SAP, the PID Act, and any other documents associated with PID Bonds.

[1]Represents original annual installment first year after capitalized interest.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-9 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Major Improvement Area Bonds for each Lot Type within the Major Improvement Area.

Table D-9
Outstanding Assessment Allocation – Major Improvement Area

Lot Size	Units/GSF[1]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment[2]	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalen Tax Rate (P $100/AV)
NIA #2							
50 Ft	90	$30,360,000	$388,120	$39,105	$4,358	$435	$0
70 Ft	7	$3,010,000	$39,750	$3,963	$5,679	$566	$0
OAP	-	-	$4,451	$444	-	-	
Subtotal	*97*	*$33,370,000*	*$432,322*	*$43,512*			
NA #3							
50 Ft	80	$28,000,000	$369,772	$36,867	$4,622	$461	$0
60 Ft	94	$37,600,000	$496,550	$49,507	$5,282	$527	$0
70 Ft	8	$3,600,000	$47,542	$4,740	$5,943	$593	$0
OAP	-	-	$9,231	$920	-	-	
Subtotal	*182*	*$69,200,000*	*$923,095*	*$92,035*			
NIA #4							
50 Ft	156	$70,200,000	$927,070	$92,431	$5,943	$593	$0
60 Ft	100	$50,000,000	$660,306	$65,834	$6,603	$658	$0
70 Ft	20	$11,000,000	$145,267	$14,483	$7,263	$724	$0
OAP	-	-	$17,501	$1,745	-	-	
Subtotal	*276*	*$131,200,000*	*$1,750,145*	*$174,493*			
NIA #5							
50 Ft	139	$90,350,000	$1,193,173	$118,962	$8,584	$856	$0
60 Ft	68	$53,040,000	$700,453	$69,837	$10,301	$1,027	$0
OAP	-	-	$19,128	$1,907	-	-	
Subtotal	*207*	*$143,390,000*	*$1,912,754*	*$190,706*			
NIA #6							
50 Ft	100	$65,000,000	$858,398	$85,584	$8,584	$856	$0
OAP	-		$8,671	$864	-	-	
Subtotal	*100*	*$65,000,000*	*$867,069*	*$86,449*			
NIA #7							
50 Ft	107	$69,550,000	$918,486	$91,575	$8,584	$856	$0
60 Ft	8	$6,240,000	$82,406	$8,216	$10,301	$1,027	$0
70 Ft	36	$28,800,000	$380,336	$37,920	$10,565	$1,053	$0
OAP	-	-	$13,952	$1,391	-	-	
Subtotal	*151*	*$104,590,000*	*$1,395,181*	*$139,103*			
NIA #8							
Townhome	50	$15,000,000	$198,092	$19,750	$3,962	$395	$0
Area F	53,143	$6,111,468	$80,709	$8,047	$1.52	$0.15	$0
OAP	-	-	$2,816	$281	-	-	
Subtotal		*$21,111,468*	*$281,617*	*$28,078*			
Total	**1,013**	**$567,861,468**	**$7,562,182**	**$754,375**			

Note: Estimates in Table D-9 are based on updated Lot counts and estimated buildout values provided by the Master Developer as part of as this SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown, the outstanding assess allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of SAP, the PID Act, and any other documents associated with PID Bonds.

[1]Assessments on (2) 50 Ft Lots in NIA #2 have prepaid their Assessment in full.

[2]Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

C) Allocation of Assessments to Lots within Neighborhood Improvement Area #1

Table D-10 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #1 Bonds for each Lot Type within Neighborhood Improvement Area #1.

Table D-10
Original Assessment Allocation – NIA #1

Lot Size[(1)]	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	97	$33,920,027	$1,566,997	$137,959	$16,155	$1,422	$0.41
60 Ft	111	$46,411,431	$2,144,060	$188,764	$19,316	$1,701	$0.41
70 Ft	85	$43,748,565	$2,021,044	$177,933	$23,777	$2,093	$0.41
OAP	-	-	$57,900	$5,098	-	-	-
Total	**293**	**$124,080,023**	**$5,790,000**	**$509,753**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

Table D-11 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #1 Bonds for each Lot Type within Neighborhood Improvement Area #1.

Table D-11
Outstanding Assessment Allocation – NIA #1

Lot Size[(1)]	Units[(2)]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	95	$33,220,645	$1,445,507	$131,110	$15,216	$1,380	$0.39
60 Ft	106	$44,320,826	$1,928,502	$174,918	$18,193	$1,650	$0.39
70 Ft	85	$43,748,565	$1,903,602	$172,659	$22,395	$2,031	$0.39
OAP	-	-	$53,309	$4,904	-	-	-
Total	**286**	**$121,290,036**	**$5,330,920**	**$483,522**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Assessments on five (5) 60 Ft Lots and two (2) 50 Ft Lots have prepaid their Assessment in full.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

D) Allocation of Assessments to Lots within Neighborhood Improvement Area #2

Table D-12 sets forth the original Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #2.

Table D-12
Original Assessment Allocation – NIA #2

Lot Size[(1)]	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment[(2)]	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	92	$30,360,000	$851,163	$71,679	$9,252	$779	$0.24
70 Ft	7	$3,010,000	$84,387	$7,107	$12,055	$1,015	$0.24
OAP	-	-	$9,450	$796	-	-	-
Total	**99**	**$33,370,000**	**$945,000**	**$79,582**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Table D-13 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #2.

Table D-13
Outstanding Assessment Allocation – NIA #2

Lot Size[(1)]	Units[(2)]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment[(3)]	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	90	$30,360,000	$788,603	$70,773	$8,762	$786	$0.24
70 Ft	7	$3,010,000	$79,922	$7,017	$11,417	$1,002	$0.23
OAP	-	-	$8,950	$786	-	-	-
Total	**97**	**$33,370,000**	**$877,475**	**$78,576**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Assessments on (2) 50 Ft Lots have prepaid their Assessment in full.
[3]Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Table D-14 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #2 relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-12 and Neighborhood Improvement Area #2's portion of the Major Improvement Area Bonds as shown in Table D-8.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-14
Original Assessment Allocation (Combined) – NIA #2

Lot Size[(1)]	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	92	$30,360,000	$1,303,323	$114,106	$14,167	$1,240	$0.38
70 Ft	7	$3,010,000	$129,216	$11,313	$18,459	$1,616	$0.38
OAP	-	-	$14,470	$1,267	-	-	-
Total	**99**	**$33,370,000**	**$1,447,010**	**$126,686**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

Table D-15 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #2 relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-13 and Neighborhood Improvement Area #2's portion of the Major Improvement Area Bonds as shown in Table D-9.

Table D-15
Outstanding Assessment Allocation (Combined) – NIA #2

Lot Size[(1)]	Units[(2)]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	90	$30,360,000	$1,176,723	$109,879	$13,075	$1,221	$0.37
70 Ft	7	$3,010,000	$119,673	$10,980	$17,096	$1,569	$0.36
OAP	-	-	$13,401	$1,230	-	-	-
Total	**97**	**$33,370,000**	**$1,309,798**	**$122,088**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Assessments on (2) 50 Ft Lots have prepaid their Assessment in full.

E) Allocation of Assessments to Lots within Neighborhood Improvement Area #3

Table D-16 sets forth the original Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #3.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-16
Original Assessment Allocation – NIA #3

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment[(2)]	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$911,315	$73,320	$11,391	$917	$0.26
60 Ft	94	$37,600,000	$1,223,766	$98,458	$13,019	$1,047	$0.26
70 Ft	8	$3,600,000	$117,169	$9,427	$14,646	$1,178	$0.26
OAP	-	-	$22,750	$1,830	-	-	-
Total	**182**	**$69,200,000**	**$2,275,000**	**$183,036**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[2]Represents average Annual Installment excluding first year amount paid from capitalized interest.

Table D-17 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #3.

Table D-17
Outstanding Assessment Allocation – NIA #3

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment[(2)]	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$911,315	$73,272	$11,391	$916	$0.26
60 Ft	94	$37,600,000	$1,223,766	$98,394	$13,019	$1,047	$0.26
70 Ft	8	$3,600,000	$117,169	$9,421	$14,646	$1,178	$0.26
OAP	-	-	$22,750	$1,829	-	-	-
Total	**182**	**$69,200,000**	**$2,275,000**	**$182,915**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[2]Represents average Annual Installment excluding first year amount paid from capitalized interest.

Table D-18 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #3 relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-16 and Neighborhood Improvement Area #3's portion of the Major Improvement Area Bonds as shown in Table D-8.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-18
Original Assessment Allocation (Combined) – NIA #3

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$1,328,328	$112,449	$16,604	$1,406	$0.40
60 Ft	94	$37,600,000	$1,783,754	$151,003	$18,976	$1,606	$0.40
70 Ft	8	$3,600,000	$170,785	$14,458	$21,348	$1,807	$0.40
OAP	-	-	$33,160	$2,807	-	-	-
Total	**182**	**$69,200,000**	**$3,316,027**	**$280,718**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-19 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #3 relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-17 and Neighborhood Improvement Area #3's portion of the Major Improvement Area Bonds as shown in Table D-9.

Table D-19
Outstanding Assessment Allocation (Combined) – NIA #3

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$1,281,087	$110,139	$16,014	$1,377	$0.39
60 Ft	94	$37,600,000	$1,720,316	$147,901	$18,301	$1,573	$0.39
70 Ft	8	$3,600,000	$164,711	$14,161	$20,589	$1,770	$0.39
OAP	-	-	$31,981	$2,749	-	-	-
Total	**182**	**$69,200,000**	**$3,198,095**	**$274,950**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

F) Allocation of Assessments to Lots within Neighborhood Improvement Area #4

Table D-20 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #4 Bonds for each Lot Type within Neighborhood Improvement Area #4.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-20
Original Assessment Allocation – NIA #4

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$2,783,628	$193,375	$17,844	$1,240	$0.28
60 Ft	100	$50,000,000	$1,982,641	$137,732	$19,826	$1,377	$0.28
70 Ft	20	$11,000,000	$436,181	$30,301	$21,809	$1,515	$0.28
OAP	-	-	$52,550	$3,651	-	-	-
Total	**276**	**$131,200,000**	**$5,255,000**	**$365,059**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-21 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #4 Bonds for each Lot Type within Neighborhood Improvement Area #4.

Table D-21
Outstanding Assessment Allocation – NIA #4

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$2,783,628	$193,375	$17,844	$1,240	$0.28
60 Ft	100	$50,000,000	$1,982,641	$137,732	$19,826	$1,377	$0.28
70 Ft	20	$11,000,000	$436,181	$30,301	$21,809	$1,515	$0.28
OAP	-	-	$52,550	$3,651	-	-	-
Total	**276**	**$131,200,000**	**$5,255,000**	**$365,059**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-22 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #4 relating to the Neighborhood Improvement Area #4 Bonds as shown in Table D-20 and Neighborhood Improvement Area #4's portion of the Major Improvement Area Bonds as shown in Table D-8.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-22
Original Assessment Allocation (Combined) – NIA #4

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$3,829,138	$291,478	$24,546	$1,868	$0.42
60 Ft	100	$50,000,000	$2,727,306	$207,606	$27,273	$2,076	$0.42
70 Ft	20	$11,000,000	$600,007	$45,673	$30,000	$2,284	$0.42
OAP	-	-	$72,287	$5,503	-	-	-
Total	**276**	**$131,200,000**	**$7,228,739**	**$550,259**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-23 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #4 relating to the Neighborhood Improvement Area #4 Bonds as shown in Table D-21 and Neighborhood Improvement Area #4's portion of the Major Improvement Area Bonds as shown in Table D-9.

Table D-23
Outstanding Assessment Allocation (Combined) – NIA #4

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$3,710,698	$285,806	$23,787	$1,832	$0.41
60 Ft	100	$50,000,000	$2,642,947	$203,566	$26,429	$2,036	$0.41
70 Ft	20	$11,000,000	$581,448	$44,784	$29,072	$2,239	$0.41
OAP	-	-	$70,051	$5,396	-	-	-
Total	**276**	**$131,200,000**	**$7,005,145**	**$539,552**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

G) Allocation of Assessments to Lots within Neighborhood Improvement Area #5

Table D-24 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #5 Bonds for each Lot Type within Neighborhood Improvement Area #5.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-24
Original Assessment Allocation – NIA #5

Lot Size	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$4,031,611	$315,220	$29,004	$2,268	$0.35
60 Ft	68	$53,040,000	$2,366,759	$185,050	$34,805	$2,721	$0.35
OAP	-	-	$64,630	$5,053	-	-	-
Total	**207**	**$143,390,000**	**$6,463,000**	**$505,324**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee as part of this SAP.

Table D-25 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #5 Bonds for each Lot Type within Neighborhood Improvement Area #5.

Table D-25
Outstanding Assessment Allocation – NIA #5

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$4,031,611	$315,220	$29,004	$2,268	$0.35
60 Ft	68	$53,040,000	$2,366,759	$185,050	$34,805	$2,721	$0.35
OAP	-	-	$64,630	$5,053	-	-	-
Total	**207**	**$143,390,000**	**$6,463,000**	**$505,324**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee as part of this SAP.

Table D-26 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #5 relating to the Neighborhood Improvement Area #5 Bonds as shown in Table D-23 and Neighborhood Improvement Area #5's portion of the Major Improvement Area Bonds as shown in Table D-8.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Table D-26
Original Assessment Allocation (Combined) – NIA #5

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$5,224,785	$434,182	$37,588	$3,124	$0.48
60 Ft	68	$53,040,000	$3,067,212	$254,887	$45,106	$3,748	$0.48
OAP	-	-	$83,758	$6,960	-	-	-
Total	**207**	**$143,390,000**	**$8,375,754**	**$696,029**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee as part of this SAP.

Table D-27 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #5 relating to the Neighborhood Improvement Area #5 Bonds as shown in Table D-25 and Neighborhood Improvement Area #5's portion of the Major Improvement Area Bonds as shown in Table D-9.

Table D-27
Outstanding Assessment Allocation (Combined) – NIA #5

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$5,224,785	$434,182	$37,588	$3,124	$0.48
60 Ft	68	$53,040,000	$3,067,212	$254,887	$45,106	$3,748	$0.48
OAP	-	-	$83,758	$6,960	-	-	-
Total	**207**	**$143,390,000**	**$8,375,754**	**$696,029**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee as part of this SAP.

(remainder of this page is intentionally left blank)

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX E
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix E
Major Improvement Area Assessment Roll

Parcel Assessment **All Parce $8,040,0**

Year [1]	Principal	Interest	CCMI[2]	Administrative Expenses[3]	Prepayment Reserve and Delinquency Reserve	Capitalized Interest/Other Credits	Total Annual Installme
9/1/2016	$0	$417,075	$0	$30,000	$0	($417,075)	$30,0
9/1/2017	$0	$603,000	$50,199	$30,600	$68,005	($603,000)	$148,8
9/1/2018	$80,000	$603,000	$95,348	$29,067	$40,200	($20,336)	$827,2
9/1/2019	$85,000	$597,000	$114,986	$23,836	$39,800	($14,849)	$845,7
9/1/2020	$95,000	$590,626	$133,381	$28,600	$39,375	($174,381)	$712,6
9/1/2021	$100,000	$583,500	$0	$32,000	$38,900	($55,614)	$698,7
9/1/2022	$105,000	$575,519	$0	$32,000	$38,368	($4,650)	$746,2
9/1/2023	$115,000	$568,125	$0	$34,461	$37,875	$0	$755,4
9/1/2024	$125,000	$559,500	$0	$35,150	$37,300	$0	$756,9
9/1/2025	$135,000	$550,125	$0	$35,853	$36,675	$0	$757,6
9/1/2026	$145,000	$540,000	$0	$36,570	$36,000	$0	$757,5
9/1/2027	$155,000	$529,125	$0	$37,301	$35,275	$0	$756,7
9/1/2028	$195,000	$517,500	$0	$38,047	$6,225	$0	$756,7
9/1/2029	$215,000	$502,875	$0	$38,808	$0	$0	$756,6
9/1/2030	$230,000	$486,750	$0	$39,584	$0	$0	$756,3
9/1/2031	$245,000	$469,500	$0	$40,376	$0	$0	$754,8
9/1/2032	$265,000	$451,125	$0	$41,184	$0	$0	$757,3
9/1/2033	$280,000	$431,250	$0	$42,007	$0	$0	$753,2
9/1/2034	$300,000	$410,250	$0	$42,847	$0	$0	$753,0
9/1/2035	$325,000	$387,750	$0	$43,704	$0	$0	$756,4
9/1/2036	$345,000	$363,375	$0	$44,578	$0	$0	$752,9
9/1/2037	$370,000	$337,500	$0	$45,470	$0	$0	$752,9
9/1/2038	$400,000	$309,750	$0	$46,379	$0	$0	$756,1
9/1/2039	$425,000	$279,750	$0	$47,307	$0	$0	$752,0
9/1/2040	$460,000	$247,875	$0	$48,253	$0	$0	$756,1
9/1/2041	$490,000	$213,375	$0	$49,218	$0	$0	$752,5
9/1/2042	$530,000	$176,625	$0	$50,203	$0	$0	$756,8
9/1/2043	$565,000	$136,875	$0	$51,207	$0	$0	$753,0
9/1/2044	$610,000	$94,500	$0	$52,231	$0	$0	$756,7
9/1/2045	$650,000	$48,750	$0	$53,275	$0	$0	$752,0
Total	**$8,040,000**	**$12,581,970**	**$393,914**	**$1,200,116**	**$453,998**	**($1,289,905)**	**$21,380,0**

1 - The 9/1/XX dates represent the fiscal year end for the Major Improvement Area Bonds.

2 – Represents principal and interest on the City Contributed Major Improvements. The CCMI requirements were met, and payment concluded in 2019.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

4 - Annual Installments are calculated using a 7.50% interest rate on the Major Improvement Area Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix E
MIA Assessment Roll Summary 2021-22

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2726989		51.96%	$3,987,257	$54,558.81	$296,627.93	$16,627.45	$19,936.29	$387,750.48
2726990		20.19%	$1,549,244	$21,198.76	$115,254.42	$6,460.57	$7,746.22	$150,659.97
2750872		2.36%	$181,383	$2,481.92	$13,493.80	$756.39	$906.91	$17,639.02
2791379		3.59%	$275,213	$3,765.82	$20,474.20	$1,147.68	$1,376.07	$26,763.77
2783001	HOA	1.00%	$76,736	$1,050.00	$5,708.69	$320.00	$383.68	$7,462.37
2782900	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782901	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782902	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782903	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782904	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782905	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782906	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782907	50'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2782908	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782909	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782910	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782911	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782912	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782913	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782914	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782915	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2782916	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782917	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782918	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782919	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782920	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782921	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782922	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782923	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782924	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782925	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782926	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782927	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782928	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782929	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782930	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782931	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782932	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782933	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782934	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782935	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782936	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782937	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782938	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782939	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782940	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782941	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782942	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782943	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782944	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782945	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782946	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782947	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782949	70'	0.09%	$6,745	$92.29	$501.79	$28.13	$33.73	$655.94
2782950	70'	0.09%	$6,745	$92.29	$501.79	$28.13	$33.73	$655.94
2782951	70'	0.09%	$6,745	$92.29	$501.79	$28.13	$33.73	$655.94
2782952	70'	0.09%	$6,745	$92.29	$501.79	$28.13	$33.73	$655.94
2782953	70'	0.09%	$6,745	$92.29	$501.79	$28.13	$33.73	$655.94
2782954	70'	0.09%	$6,745	$92.29	$501.79	$28.13	$33.73	$655.94
2782955	70'	0.09%	$6,745	$92.29	$501.79	$28.13	$33.73	$655.94
2782956	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782957	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782958	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782959	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782960	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782961	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782962	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782963	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782964	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782965	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782966	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782967	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782968	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782969	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782970	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782971	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782972	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782973	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2782974	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782975	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782976	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782977	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782978	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782979	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782980	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782981	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782982	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782983	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782984	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782985	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782986	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782987	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782988	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782989	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782990	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782991	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782992	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782993	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782994	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782995	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782996	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782997	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782998	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2782999	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2783000	50'	0.07%	$5,176	$70.83	$385.10	$21.59	$25.88	$503.40
2783001	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783002	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783003	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783004	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783005	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783006	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826380	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826382	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826383	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826384	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826385	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826386	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826387	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826388	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826389	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826390	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826391	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826392	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826393	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826394	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826395	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826396	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826397	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826398	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826399	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826400	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826401	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826402	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826403	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826404	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826405	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826406	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826407	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826410	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826411	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826412	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826413	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826414	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826415	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826416	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826417	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826418	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826419	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826420	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826421	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826422	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826423	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826424	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826425	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826426	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826427	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826428	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826429	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826430	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826431	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826433	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826434	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826435	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826436	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826437	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826438	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826439	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826440	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826441	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826442	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826443	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826444	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826445	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826446	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826447	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826448	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826449	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826450	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826451	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826452	70'	0.09%	$7,059	$96.59	$525.13	$29.44	$35.29	$686.45
2826453	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826454	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826455	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826456	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826457	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826458	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826459	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826460	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826461	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826462	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826463	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826464	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826465	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826466	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826467	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826468	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826469	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826470	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826471	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826472	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826473	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826474	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826475	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826476	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826477	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826478	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826479	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826480	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826481	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826482	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826483	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826484	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826485	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826486	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826487	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826488	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826492	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826493	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826494	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826495	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826498	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826499	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826500	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826501	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826502	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826503	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826504	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826505	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826506	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826507	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826508	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826509	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826510	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826511	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826512	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826513	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826514	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826515	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826516	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826517	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826518	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826519	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826520	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826521	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826522	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826523	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826524	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826525	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826526	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826527	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826528	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826529	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826530	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826531	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826532	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826533	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826534	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826535	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826536	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826537	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826538	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826539	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826540	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826541	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826542	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826543	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826544	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826545	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826546	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826547	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826548	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826549	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826550	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826551	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826552	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826553	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826555	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826556	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826557	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826558	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826559	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826560	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826561	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826562	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826563	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826564	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826565	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826566	60'	0.08%	$6,274	$85.86	$466.78	$26.17	$31.37	$610.18
2826568	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826569	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826570	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826572	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826573	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826574	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826575	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826576	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826577	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826578	50'	0.07%	$5,490	$75.12	$408.44	$22.89	$27.45	$533.91
2826579	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$7,673,591**	**$105,000.00**	**$570,869.00**	**$32,000.00**	**$38,367.96**	**$746,236.95**

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX F
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix F
Neighborhood Improvement Area #1 Assessment Roll

Parcel Units	**All Parcels 293**
Assessment	**$5,790,000**

Year[1]	Principal	Interest	CCMI[2]	Administrative Expenses[3]	Prepayment Reserve and Delinquency Reserve	Capitalized Interest/Other Credits	Total Annual Installmen
9/1/2016	$0	$250,297	$0	$30,000	$0	($250,297)	$30,00
9/1/2017	$0	$361,876	$14,994	$30,600	$48,974	($106,951)	$349,49
9/1/2018	$75,000	$361,875	$29,229	$20,933	$28,950	($6,234)	$509,75
9/1/2019	$80,000	$357,188	$35,250	$31,836	$28,575	($35,250)	$497,59
9/1/2020	$85,000	$347,718	$40,356	$31,600	$27,817	($64,356)	$468,13
9/1/2021	$215,000	$338,807	$0	$36,000	$27,105	($33,695)	$583,21
9/1/2022	$125,000	$333,182	$0	$36,000	$26,655	($2,984)	$517,85
9/1/2023	$100,000	$325,625	$0	$34,461	$26,050	$0	$486,13
9/1/2024	$105,000	$319,375	$0	$35,150	$25,550	$0	$485,07
9/1/2025	$110,000	$312,813	$0	$35,853	$25,025	$0	$483,69
9/1/2026	$115,000	$305,938	$0	$36,570	$24,475	$0	$481,98
9/1/2027	$120,000	$298,750	$0	$37,301	$23,900	$0	$479,95
9/1/2028	$155,000	$291,250	$0	$38,047	$160	$0	$484,45
9/1/2029	$160,000	$281,563	$0	$38,808	$0	$0	$480,37
9/1/2030	$170,000	$271,563	$0	$39,584	$0	$0	$481,14
9/1/2031	$180,000	$260,938	$0	$40,376	$0	$0	$481,31
9/1/2032	$190,000	$249,688	$0	$41,184	$0	$0	$480,87
9/1/2033	$205,000	$237,813	$0	$42,007	$0	$0	$484,82
9/1/2034	$215,000	$225,000	$0	$42,847	$0	$0	$482,84
9/1/2035	$230,000	$211,563	$0	$43,704	$0	$0	$485,26
9/1/2036	$245,000	$197,188	$0	$44,578	$0	$0	$486,76
9/1/2037	$260,000	$181,875	$0	$45,470	$0	$0	$487,34
9/1/2038	$275,000	$165,625	$0	$46,379	$0	$0	$487,00
9/1/2039	$290,000	$148,438	$0	$47,307	$0	$0	$485,74
9/1/2040	$305,000	$130,313	$0	$48,253	$0	$0	$483,56
9/1/2041	$325,000	$111,250	$0	$49,218	$0	$0	$485,46
9/1/2042	$340,000	$90,938	$0	$50,203	$0	$0	$481,14
9/1/2043	$360,000	$69,688	$0	$51,207	$0	$0	$480,89
9/1/2044	$385,000	$47,188	$0	$52,231	$0	$0	$484,41
9/1/2045	$370,000	$23,125	$0	$53,275	$0	$0	$446,40
Total	**$5,790,000**	**$7,108,443**	**$119,829**	**$1,210,982**	**$313,236**	**($499,767)**	**$14,042,72**

1 - The 9/1/XX dates represent the fiscal year end for the Neighborhood Improvement Area #1 Bonds.

2 – Represents principal and interest on the City Contributed Major Improvements. The CCMI requirements were met and payment concluded in 2019.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

4 - Annual Installments are calculated using a 6.250% interest rate on the Neighborhood Improvement Area #1 Bonds plus the Additional Interest plus Administrative Expenses.

5 – Principal payment in 2021 includes prepayments and redemptions.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix D
NIA #1 Assessment Roll Summary 2021-22

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	Annual Installn
2753749	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753750	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753751	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753752	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753753	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753754	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753755	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753756	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753757	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753758	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753759	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753760	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753761	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753762	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753763	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753764	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753765	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753766	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753767	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753768	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753769	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753770	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753771	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753772	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753773	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753774	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753775	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753776	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753777	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753778	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753779	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753780	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753781	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753782	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753783	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753784	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753785	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753786	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753787	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753788	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753789	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753790	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753791	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753792	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753793	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753794	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753795	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753796	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753797	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753798	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753799	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753800	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753801	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753802	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753803	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753804	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753805	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753806	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753807	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753808	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753809	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753810	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753811	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753812	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753813	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753814	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753815	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753816	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753817	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753818	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753819	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753820	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753821	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753822	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2782506	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2782509	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2782510	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2782511	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753827	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753828	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753829	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753830	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753831	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753832	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753833	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753834	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,664.95

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	A
2753835	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753836	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,664.95
2753837	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753838	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753839	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Pre
2753840	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753841	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753842	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Pre
2753843	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753844	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753845	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753846	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753847	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753848	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753849	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753850	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753851	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753852	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753853	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753854	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753855	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753856	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2753857	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753858	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753859	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753860	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753861	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753862	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753863	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753864	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753865	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753866	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753867	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753868	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753869	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753870	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753871	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753872	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753873	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753874	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753875	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753876	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753877	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753878	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753879	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753880	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753881	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753882	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753883	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753884	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753885	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753886	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753887	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753888	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753889	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753890	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753891	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753892	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753893	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753894	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753895	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753896	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753897	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753898	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753899	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753900	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753901	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753902	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753903	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753904	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753907	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753908	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753909	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753910	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753911	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753912	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753913	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753914	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Pre
2753915	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753916	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753917	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753918	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753919	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753920	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753921	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753922	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753923	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753924	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753925	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,392.46

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	A
2753926	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,392.46
2753927	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,392.46
2753928	50'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Pre
2753929	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753930	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753931	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753932	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753933	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753934	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753936	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753937	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753938	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753939	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753940	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753941	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753942	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753943	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753944	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753945	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753946	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753947	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753948	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753949	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753950	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753951	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Pre
2753953	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753954	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753955	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753956	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753957	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753958	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753959	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753960	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753961	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753962	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753963	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753964	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753965	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753966	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753967	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753968	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753969	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753970	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753971	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753972	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753973	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753974	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753975	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753977	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753978	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753979	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753980	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753981	50'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Pre
2753982	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753983	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753984	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753985	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753986	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753987	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753990	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753991	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753992	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753993	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753994	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753995	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753996	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753997	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2753998	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2753999	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754000	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754003	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754004	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754005	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754006	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754007	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754008	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754009	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754010	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754014	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754015	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754016	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754017	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754018	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754019	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754021	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754022	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754023	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754025	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754026	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,664.95

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	A
2754027	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,664.95
2754028	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,664.95
2754029	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754030	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754031	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754032	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754033	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754034	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754035	60'	0.34%	$18,193.41	$324.22	$1,126.90	$122.86	$90.97	$1,66
2754036	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754037	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754038	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754039	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754040	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754041	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754042	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754043	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754044	70'	0.42%	$22,395.31	$399.10	$1,387.17	$151.24	$111.98	$2,04
2754045	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754046	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754047	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754048	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754049	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754050	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754051	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754058	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754059	HOA	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$
2754216	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754217	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754218	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754219	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754220	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754221	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754222	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754223	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754224	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754225	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754226	50'	0.29%	$15,215.87	$271.16	$942.47	$102.75	$76.08	$1,39
2754052	HOA	1.00%	$53,309.20	$950.00	$3,301.98	$360.00	$266.55	$4,87
Total		**100.00%**	**$5,330,920**	**$95,000.00**	**$330,198.43**	**$36,000.00**	**$26,654.60**	**$487,85**

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX G
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix G
Neighborhood Improvement Area #2 Assessment Roll

Parcel	**All Parcels**
Units	**99**
Assessment	**$945,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment[3]
91/2020	$25,000	$54,322	$13,337	$0	$0	$92,659
9/1/2021	$25,000	$31,704	$15,000	$0	$0	$71,704
9/1/2022[4]	$38,014	$33,175	$15,000	$4,385	$0	$90,574
9/1/2023	$20,000	$32,636	$15,606	$4,285	$0	$72,527
9/1/2024	$20,000	$32,136	$15,918	$4,185	$0	$72,239
9/1/2025	$20,000	$31,636	$16,236	$4,085	$0	$71,957
9/1/2026	$20,000	$31,136	$16,561	$3,985	$0	$71,682
9/1/2027	$20,000	$30,511	$16,892	$3,885	$0	$71,288
9/1/2028	$15,000	$29,886	$17,230	$3,785	$0	$65,901
9/1/2029	$15,000	$29,417	$17,575	$3,710	$0	$65,702
9/1/2030	$15,000	$28,948	$17,926	$3,635	$0	$65,510
9/1/2031	$20,000	$28,479	$18,285	$3,560	$0	$70,324
9/1/2032	$20,000	$27,679	$18,651	$3,460	$0	$69,790
9/1/2033	$20,000	$26,879	$19,024	$3,360	$0	$69,263
9/1/2034	$20,000	$26,079	$19,404	$3,260	$0	$68,743
9/1/2035	$20,000	$25,279	$19,792	$3,160	$0	$68,232
9/1/2036	$20,000	$24,479	$20,188	$3,060	$0	$67,727
9/1/2037	$20,000	$23,679	$20,592	$2,960	$0	$67,231
9/1/2038	$20,000	$22,879	$21,004	$2,860	$0	$66,743
9/1/2039	$25,000	$22,079	$21,424	$2,760	$0	$71,263
9/1/2040	$25,000	$21,079	$21,852	$2,635	$0	$70,567
9/1/2041	$25,000	$20,079	$22,289	$2,510	$0	$69,879
9/1/2042	$25,000	$19,079	$22,735	$2,385	$0	$69,199
9/1/2043	$25,000	$18,079	$23,190	$2,260	$0	$68,529
9/1/2044	$25,000	$17,079	$23,653	$2,135	$0	$67,868
9/1/2045	$30,000	$16,079	$24,127	$2,010	$0	$72,216
9/1/2046	$90,000	$14,879	$24,609	$1,860	$0	$131,348
9/1/2047	$95,000	$11,279	$25,101	$1,410	$0	$132,791
9/1/2048	$100,000	$7,479	$25,603	$935	$0	$134,018
9/1/2049	$86,986	$3,479	$26,115	$435	$0	$117,016
Total	**$945,000**	**$741,614**	**$594,921**	**$82,953**	**$0**	**$2,364,488**

1 – The 9/1/XX dates represent the fiscal year end for the Neighborhood Improvement Areas #2-3 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 2.50% interest rate for years 2021-2025, 3.125% interest rate for years 2026-2030, and 4.0% thereafter on the Neighborhood Improvement Areas #2-3 Bonds plus the Additional Interest plus Administrative Expenses.

4 – Principal payment in 2022 includes prepayments and redemptions.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix F
NIA #2 Assessment Roll Summary 2021-22

Parcel	Lot Type	Percentage of Special Assessments	NIA #2 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2782900	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782901	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782902	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782903	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782904	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782905	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782906	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782907	50'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2782908	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782909	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782910	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782911	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782912	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782913	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782914	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782915	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2782916	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782917	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782918	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782919	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782920	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782921	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782922	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782923	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782924	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782925	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782926	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782927	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782928	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782929	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782930	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782931	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782932	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782933	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782934	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782935	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782936	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782937	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782938	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782939	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782940	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782941	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782942	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782943	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782944	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782945	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782946	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782947	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782949	70'	1.29%	$11,299	$257.69	$427.44	$193.27	$56.50	$934.89
2782950	70'	1.29%	$11,299	$257.69	$427.44	$193.27	$56.50	$934.89
2782951	70'	1.29%	$11,299	$257.69	$427.44	$193.27	$56.50	$934.89
2782952	70'	1.29%	$11,299	$257.69	$427.44	$193.27	$56.50	$934.89
2782953	70'	1.29%	$11,299	$257.69	$427.44	$193.27	$56.50	$934.89
2782954	70'	1.29%	$11,299	$257.69	$427.44	$193.27	$56.50	$934.89
2782955	70'	1.29%	$11,299	$257.69	$427.44	$193.27	$56.50	$934.89
2782956	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782957	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782958	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782959	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782960	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782961	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782962	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782963	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782964	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782965	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782966	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Percentage of Special Assessments	NIA #2 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2782967	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782968	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782969	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782970	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782971	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782972	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782973	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782974	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782975	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782976	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782977	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782978	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782979	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782980	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782981	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782982	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782983	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782984	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782985	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782986	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782987	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782988	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782989	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782990	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782991	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782992	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782993	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782994	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782995	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782996	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782997	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782998	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2782999	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2783000	50'	0.99%	$8,672	$197.76	$328.03	$148.32	$43.36	$717.47
2783001	HOA	1.00%	$8,770	$200.00	$331.75	$150.00	$43.85	$725.60
2783002	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783003	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783004	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783005	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783006	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$876,986**	**$20,000.00**	**$33,174.82**	**$15,000.00**	**$4,384.93**	**$72,559.75**

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX H
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix H
Neighborhood Improvement Area #3 Assessment Roll

Parcel	**All Parcels**
Units	**182**
Assessment	**$2,275,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment[3]
9/1/2021	$0	$79,814	$0	$0	($79,814)	$0
9/1/2022	$40,000	$86,806	$22,000	$11,375	$0	$160,181
9/1/2023	$40,000	$85,806	$26,010	$11,175	$0	$162,991
9/1/2024	$40,000	$84,806	$26,530	$10,975	$0	$162,311
9/1/2025	$40,000	$83,806	$27,061	$10,775	$0	$161,642
9/1/2026	$40,000	$82,806	$27,602	$10,575	$0	$160,983
9/1/2027	$45,000	$81,556	$28,154	$10,375	$0	$165,085
9/1/2028	$40,000	$80,150	$28,717	$10,150	$0	$159,017
9/1/2029	$40,000	$78,900	$29,291	$9,950	$0	$158,141
9/1/2030	$40,000	$77,650	$29,877	$9,750	$0	$157,277
9/1/2031	$40,000	$76,400	$30,475	$9,550	$0	$156,425
9/1/2032	$45,000	$74,800	$31,084	$9,350	$0	$160,234
9/1/2033	$45,000	$73,000	$31,706	$9,125	$0	$158,831
9/1/2034	$45,000	$71,200	$32,340	$8,900	$0	$157,440
9/1/2035	$50,000	$69,400	$32,987	$8,675	$0	$161,062
9/1/2036	$50,000	$67,400	$33,647	$8,425	$0	$159,472
9/1/2037	$50,000	$65,400	$34,320	$8,175	$0	$157,895
9/1/2038	$55,000	$63,400	$35,006	$7,925	$0	$161,331
9/1/2039	$55,000	$61,200	$35,706	$7,650	$0	$159,556
9/1/2040	$60,000	$59,000	$36,420	$7,375	$0	$162,795
9/1/2041	$60,000	$56,600	$37,149	$7,075	$0	$160,824
9/1/2042	$65,000	$54,200	$37,892	$6,775	$0	$163,867
9/1/2043	$65,000	$51,600	$38,649	$6,450	$0	$161,699
9/1/2044	$70,000	$49,000	$39,422	$6,125	$0	$164,547
9/1/2045	$70,000	$46,200	$40,211	$5,775	$0	$162,186
9/1/2046	$200,000	$43,400	$41,015	$5,425	$0	$289,840
9/1/2047	$210,000	$35,400	$41,835	$4,425	$0	$291,660
9/1/2048	$215,000	$27,000	$42,672	$3,375	$0	$288,047
9/1/2049	$225,000	$18,400	$43,526	$2,300	$0	$289,226
9/1/2050	$235,000	$9,400	$44,396	$1,175	$0	$289,971
Total	**$2,275,000**	**$1,894,501**	**$985,702**	**$229,150**	**($79,814)**	**$5,304,540**

1 – The 9/1/XX dates represent the fiscal year end for the Neighborhood Improvement Areas #2-3 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 2.50% interest rate for years 2021-2025, 3.125% interest rate for years 2026-2030, and 4.0% thereafter on the Neighborhood Improvement Areas #2-3 Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix G
NIA #3 Assessment Roll Summary 2021-22

Parcel	Lot Type	Percentage of Special Assessments	NIA #3 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826380	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826382	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826383	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826384	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826385	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826386	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826387	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826388	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826389	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826390	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826391	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826392	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826393	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826394	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826395	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826396	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826397	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826398	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826399	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826400	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826401	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826402	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826403	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826404	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826405	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826406	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826407	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826410	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826411	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826412	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826413	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826414	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826415	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826416	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826417	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826418	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826419	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826420	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826421	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826422	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826423	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826424	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826425	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826426	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826427	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826428	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826429	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826430	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826431	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826433	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826434	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826435	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826436	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826437	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826438	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826439	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826440	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826441	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826442	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826443	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826444	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826445	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22
2826446	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22
2826447	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22
2826448	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22
2826449	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Percentage of Special Assessments	NIA #3 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826450	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22
2826451	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22
2826452	70'	0.64%	$14,646	$257.51	$558.85	$141.63	$73.23	$1,031.22
2826453	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826454	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826455	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826456	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826457	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826458	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826459	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826460	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826461	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826462	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826463	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826464	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826465	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826466	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826467	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826468	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826469	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826470	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826471	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826472	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826473	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826474	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826475	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826476	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826477	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826478	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826479	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826480	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826481	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826482	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826483	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826484	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826485	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826486	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826487	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826488	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826492	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826493	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826494	HOA	1.00%	$22,750	$400.00	$868.06	$220.00	$113.75	$1,601.81
2826495	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826498	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826499	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826500	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826501	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826502	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826503	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826504	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826505	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826506	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826507	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826508	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826509	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826510	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826511	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826512	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826513	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826514	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826515	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826516	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826517	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826518	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826519	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826520	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826521	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826522	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826523	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Parcel	Lot Type	Percentage of Special Assessments	NIA #3 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826524	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826525	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826526	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826527	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826528	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826529	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826530	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826531	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826532	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826533	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826534	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826535	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826536	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826537	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826538	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826539	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826540	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826541	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826542	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826543	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826544	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826545	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826546	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826547	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826548	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826549	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826550	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826551	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826552	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826553	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826555	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826556	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826557	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826558	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826559	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826560	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826561	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826562	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826563	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826564	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826565	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826566	60'	0.57%	$13,019	$228.90	$496.75	$125.90	$65.09	$916.64
2826568	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826569	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826570	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826572	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826573	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826574	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826575	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826576	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826577	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826578	50'	0.50%	$11,391	$200.29	$434.66	$110.16	$56.96	$802.06
2826579	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$2,275,000**	**$40,000.00**	**$86,806.26**	**$22,000.00**	**$11,375.00**	**$160,181.26**

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX I
NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix I
Neighborhood Improvement Area #4 Assessment Roll

Parcel	**All Parcels**
Units	**276**
Assessment	**$5,255,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment[3]
9/1/2022	$0	$166,580	$0	$0	($166,580)	$0
9/1/2023	$84,000	$192,208	$25,500	$26,275	$0	$327,983
9/1/2024	$86,000	$190,108	$26,010	$25,855	$0	$327,973
9/1/2025	$88,000	$187,958	$26,530	$25,425	$0	$327,913
9/1/2026	$90,000	$185,758	$27,061	$24,985	$0	$327,803
9/1/2027	$92,000	$183,508	$27,602	$24,535	$0	$327,645
9/1/2028	$95,000	$180,748	$28,154	$24,075	$0	$327,977
9/1/2029	$98,000	$177,898	$28,717	$23,600	$0	$328,215
9/1/2030	$101,000	$174,958	$29,291	$23,110	$0	$328,359
9/1/2031	$105,000	$171,928	$29,877	$22,605	$0	$329,410
9/1/2032	$107,000	$168,778	$30,475	$22,080	$0	$328,332
9/1/2033	$112,000	$165,166	$31,084	$21,545	$0	$329,796
9/1/2034	$116,000	$161,386	$31,706	$20,985	$0	$330,077
9/1/2035	$118,000	$157,471	$32,340	$20,405	$0	$328,216
9/1/2036	$123,000	$153,489	$32,987	$19,815	$0	$329,291
9/1/2037	$128,000	$149,338	$33,647	$19,200	$0	$330,184
9/1/2038	$131,000	$145,018	$34,320	$18,560	$0	$328,897
9/1/2039	$137,000	$140,596	$35,006	$17,905	$0	$330,507
9/1/2040	$140,000	$135,973	$35,706	$17,220	$0	$328,899
9/1/2041	$146,000	$131,248	$36,420	$16,520	$0	$330,188
9/1/2042	$150,000	$126,320	$37,149	$15,790	$0	$329,259
9/1/2043	$157,000	$120,320	$37,892	$15,040	$0	$330,252
9/1/2044	$162,000	$114,040	$38,649	$14,255	$0	$328,944
9/1/2045	$170,000	$107,560	$39,422	$13,445	$0	$330,427
9/1/2046	$380,000	$100,760	$40,211	$12,595	$0	$533,566
9/1/2047	$395,000	$85,560	$41,015	$10,695	$0	$532,270
9/1/2048	$411,000	$69,760	$41,835	$8,720	$0	$531,315
9/1/2049	$427,000	$53,320	$42,672	$6,665	$0	$529,657
9/1/2050	$444,000	$36,240	$43,526	$4,530	$0	$528,296
9/1/2051	$462,000	$18,480	$44,396	$2,310	$0	$527,186
Total	**$5,255,000**	**$4,152,469**	**$989,202**	**$518,745**	**($166,580)**	**$10,748,836**

1 – The 9/1/XX dates represent the fiscal year end for the Neighborhood Improvement Area #4 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using an interest rate of 2.50% in years 1 through 5 (2022-2026), 3.0% in years 6 through 10 (2027-2031), 3.375% in years 11 through 20 (2032-2041), and 4.0% in years 21 through 30 (2042-2051) on the Neighborhood Improvement Area #4 Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

APPENDIX J
NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL

Attachment: Draft Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Appendix J
Neighborhood Improvement Area #5 Assessment Roll

Parcel	**All Parcels**
Units	**207**
Assessment	**$6,463,000**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment
9/1/2023	$0	$321,893	$40,000	$32,315	($321,893)	$72,315
9/1/2024	$76,000	$355,465	$40,800	$32,315	$0	$504,580
9/1/2025	$80,000	$351,285	$41,616	$31,935	$0	$504,836
9/1/2026	$84,000	$346,885	$42,448	$31,535	$0	$504,868
9/1/2027	$88,000	$342,265	$43,297	$31,115	$0	$504,677
9/1/2028	$93,000	$337,425	$44,163	$30,675	$0	$505,263
9/1/2029	$97,000	$332,310	$45,046	$30,210	$0	$504,566
9/1/2030	$102,000	$326,975	$45,947	$29,725	$0	$504,647
9/1/2031	$108,000	$321,365	$46,866	$29,215	$0	$505,446
9/1/2032	$113,000	$315,425	$47,804	$28,675	$0	$504,904
9/1/2033	$120,000	$309,210	$48,760	$28,110	$0	$506,080
9/1/2034	$126,000	$302,610	$49,735	$27,510	$0	$505,855
9/1/2035	$132,000	$295,680	$50,730	$26,880	$0	$505,290
9/1/2036	$140,000	$288,420	$51,744	$26,220	$0	$506,384
9/1/2037	$147,000	$280,720	$52,779	$25,520	$0	$506,019
9/1/2038	$154,000	$272,635	$53,835	$24,785	$0	$505,255
9/1/2039	$163,000	$264,165	$54,911	$24,015	$0	$506,091
9/1/2040	$171,000	$255,200	$56,010	$23,200	$0	$505,410
9/1/2041	$181,000	$245,795	$57,130	$22,345	$0	$506,270
9/1/2042	$189,000	$235,840	$58,272	$21,440	$0	$504,552
9/1/2043	$200,000	$225,445	$59,438	$20,495	$0	$505,378
9/1/2044	$210,000	$214,445	$60,627	$19,495	$0	$504,567
9/1/2045	$223,000	$202,895	$61,839	$18,445	$0	$506,179
9/1/2046	$417,000	$190,630	$63,076	$17,330	$0	$688,036
9/1/2047	$440,000	$167,695	$64,337	$15,245	$0	$687,277
9/1/2048	$465,000	$143,495	$65,624	$13,045	$0	$687,164
9/1/2049	$492,000	$117,920	$66,937	$10,720	$0	$687,577
9/1/2050	$520,000	$90,860	$68,275	$8,260	$0	$687,395
9/1/2051	$550,000	$62,260	$69,641	$5,660	$0	$687,561
9/1/2052	$582,000	$32,010	$71,034	$2,910	$0	$687,954
Total	**$6,463,000**	**$7,549,223**	**$1,622,723**	**$689,345**	**($321,893)**	**$16,002,398**

1 – The 9/1/XX dates represent the fiscal year end for the Neighborhood Improvement Area #5 Bonds.

3- Annual installments are calculated using an estimated interest rate of 5.50% on the Neighborhood Improvement Area #5 Bonds and will be updated at the time of bond issuance.

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 Ordinance (Well South NIA #5 - PID SAP Levy Ordinance)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, City Secretary
CC:	Jason Laumer, City Manager
Date:	September 13, 2022
Re:	Boards, Commissions, Committees, and Corporations Appointments

Action Requested:
Consider and act upon appointments to fill terms on the following boards, commissions, committees, and corporations: Board of Adjustments, Community Development Corporation / Parks and Recreation Board, Downtown Commission, Economic Development Corporation, Fine Arts Board, Library Board, Planning and Zoning Commission, Special Events Advisory Committee. (Field)

Background Information:
On Monday, August 15 and Saturday, August 27 the City Council conducted interviews with applicants to fill terms on all City Boards, Commissions, Committees, and Corporations.

Supporting Documents:
Preliminary Appointments List

Staff Recommendation:

PRELIMINARY BOARD/COMMISSION/COMMITTEE/CORPORATION APPOINTMENTS

Board of Adjustments

	Term:
Matt Moore	2-year
Anthony Scudieri	2-year
Keith Wyly	2-year
_____	_____
_____	_____

Community Development Corporation / Parks & Recreation Board

	Term:
Morgan Brown	2-year
Lassine Konate	3-year
Juan Martinez	1-year
Russell McDaniel	2-year
Caroline Park	3-year
Ryan Samuelson	3-year
Alan Upchurch	2-year

Downtown Commission

	Term:
Michelle Baggett	3-year
Rachel Baty	3-year
Joseph Burke	2-year
Sable Coleman	1-year
Richard Gonzalez	1-year
Buddy Minett	2-year
Jack Ousley	3-year
Drew Smith	1-year
Audrea Weimer	2-year

Economic Development Corporation

	Term:
Allison Alvino	1-year
Clint Bissett	2-year
Daniel Gall	1-year
Sandra Martinez	1-year
Kyle Rose	2-year

Fine Arts Board

	Term:
Brian Bender	2-year
Tawnia King	1-year
Gina Overstreet	2-year
Sarah Phillips	2-year
Jennifer Samuelson	1-year
Jack Washington	1-year
Brittany Yanniello	2-year

Library Board

	Term:
Jessica Biwot	2-year
Becky Freeman	2-year
Daryl Meyer	1-year
Molly Page	2-year
Joann Rutt	2-year
Corinne Weaver	1-year
Aaron Zapata	1-year

Planning & Zoning Commission

	Term:
Shawn Bain	2-year
Russell Boswell	1-year
Michael Dawson	1-year
Brandon Grumbles	3-year
Bryan Poche	3-year
Daniel Rojas	2-year
Daniel Trigo	2-year

Special Events Advisory Committee

	Term:
Matthew Eberius	2-year
Vicky Hogue	2-year
Jason Park	2-year
Michelle Reeves	1-year
Ryan Tubbs	1-year
Amanda Webber	2-year
Kim Wickliffe	1-year

Attachment: attachment for council_091322 meeting (Boards, Commissions, Committees, and

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 13, 2022
Re:	Wells South #5 - PID Bond Ordinance

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project); approving and authorizing related agreements; and providing an effective date (Wells South #5 - PID Bond Ordinance) (Pollard)

Background Information:
The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

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

Supporting Documents:
- Draft Bond Ordinance

Staff Recommendation:
Staff recommends approval as presented.

ORDINANCE NO. 2022-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the “Wells South Public Improvement District” (the "District"), pursuant to Resolution No. 2015-34R adopted by the City Council of the City (the "City Council") on July 14, 2015; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on September 13, 2022, regarding the levy of special assessments against benefitted property located within the fifth construction phase of the District (“Neighborhood Improvement Area #5”), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2022-__ (the “Neighborhood Improvement Area #5 Assessment Ordinance”) on September 13, 2022; and

WHEREAS, in the Neighborhood Improvement Area #5 Assessment Ordinance, the City Council approved and accepted the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated September 13, 2022 (as updated, amended, and/or restated, the “Service and Assessment Plan”) relating to the District and levied special assessments (the “Neighborhood Improvement Area #5 Assessments”) against the Neighborhood Improvement Area #5 Assessed Property as shown on the Neighborhood Improvement Area #5 Assessment Roll that is attached to the Service and Assessment Plan; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Neighborhood Improvement Area #5 Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #5 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #5 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)” (the “Bonds”), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Neighborhood Improvement Area #5 Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(defined below) and a Limited Offering Memorandum (defined below), and (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below); and

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

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

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

(a) The issuance of the Bonds in the principal amount of $_,____,___ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #5 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #5 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of October 1, 2022, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Neighborhood Improvement Areas #5-7 Developer (as defined in the Limited Offering Memorandum), the Master Developer (as defined in the Limited Offering Memorandum), the Neighborhood Improvement Areas #5-7 Fee Developer (as defined in the Limited Offering Memorandum), or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary, are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary, are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Neighborhood Improvement Area #5 Improvements.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

SECTION 6. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 8. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 9. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 10. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 11. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

PASSED AND ADOPTED, this September 13, 2022.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF OCTOBER 1, 2022

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION 5
Section 1.1. Definitions. 5
Section 1.2. Findings. 12
Section 1.3. Table of Contents, Titles and Headings. 12
Section 1.4. Interpretation. 12
ARTICLE II THE BONDS 12
Section 2.1. Security for the Bonds. 12
Section 2.2. Limited Obligations. 13
Section 2.3. Authorization for Indenture. 13
Section 2.4. Contract with Owners and Trustee. 13
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS 13
Section 3.1. Authorization. 13
Section 3.2. Date, Denomination, Maturities, Numbers and Interest. 14
Section 3.3. Conditions Precedent to Delivery of Bonds. 14
Section 3.4. Medium, Method and Place of Payment. 14
Section 3.5. Execution and Registration of Bonds. 15
Section 3.6. Ownership. 16
Section 3.7. Registration, Transfer and Exchange. 16
Section 3.8. Cancellation. 17
Section 3.9. Temporary Bonds. 18
Section 3.10. Replacement Bonds. 18
Section 3.11. Book-Entry Only System. 19
Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System. 20
Section 3.13. Payments to Cede & Co. 20
ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY 20
Section 4.1. Limitation on Redemption. 20
Section 4.2. Mandatory Sinking Fund Redemption. 20
Section 4.3. Optional Redemption. 22
Section 4.4. Extraordinary Optional Redemption. 22
Section 4.5. Partial Redemption. 22
Section 4.6. Notice of Redemption to Owners. 23
Section 4.7. Payment Upon Redemption. 23
Section 4.8. Effect of Redemption. 24
ARTICLE V FORM OF THE BONDS 24
Section 5.1. Form Generally. 24
Section 5.2. CUSIP Registration. 24
Section 5.3. Legal Opinion. 24
ARTICLE VI FUNDS AND ACCOUNTS 25
Section 6.1. Establishment of Funds and Accounts. 25
Section 6.2. Initial Deposits to Funds and Accounts. 26
Section 6.3. Pledged Revenue Fund. 26
Section 6.4. Bond Fund. 27
Section 6.5. Project Fund. 28

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

TABLE OF CONTENTS

Page

Section 6.6. Redemption Fund. 29
Section 6.7. Reserve Fund. 29
Section 6.8. Rebate Fund: Rebate Amount. 31
Section 6.9. Administrative Fund. 31
Section 6.10. Investment of Funds. 31
Section 6.11. Security of Funds. 32
ARTICLE VII COVENANTS 33
Section 7.1. Confirmation of Special Assessments. 33
Section 7.2. Collection and Enforcement of Special Assessments. 33
Section 7.3. Against Encumbrances. 33
Section 7.4. Records, Accounts, Accounting Reports. 34
Section 7.5. Covenants to Maintain Tax-Exempt Status. 34
ARTICLE VIII LIABILITY OF CITY 37
ARTICLE IX THE TRUSTEE 38
Section 9.1. Trustee as Registrar and Paying Agent. 38
Section 9.2. Trustee Entitled to Indemnity. 38
Section 9.3. Responsibilities of the Trustee. 39
Section 9.4. Property Held in Trust. 40
Section 9.5. Trustee Protected in Relying on Certain Documents. 40
Section 9.6. Compensation. 40
Section 9.7. Permitted Acts. 41
Section 9.8. Resignation of Trustee. 41
Section 9.9. Removal of Trustee. 41
Section 9.10. Successor Trustee. 41
Section 9.11. Transfer of Rights and Property to Successor Trustee. 42
Section 9.12. Merger, Conversion or Consolidation of Trustee. 42
Section 9.13. Trustee to File Continuation Statements. 43
Section 9.14. Accounts, Periodic Reports and Certificates. 43
Section 9.15. Construction of Indenture. 43
ARTICLE X MODIFICATION OR AMENDMENT OF THIS INDENTURE 43
Section 10.1. Amendments Permitted. 43
Section 10.2. Owners' Meetings. 44
Section 10.3. Procedure for Amendment with Written Consent of Owners. 44
Section 10.4. Effect of Supplemental Indenture. 45
Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments. 45
Section 10.6. Amendatory Endorsement of Bonds. 46
Section 10.7. Waiver of Default. 46
Section 10.8. Execution of Supplemental Indenture. 46
ARTICLE XI DEFAULT AND REMEDIES 46
Section 11.1. Events of Default. 46
Section 11.2. Immediate Remedies for Default. 47
Section 11.3. Restriction on Owner's Action. 48
Section 11.4. Application of Revenues and Other Moneys After Default. 48
Section 11.5. Effect of Waiver. 49
Section 11.6. Evidence of Ownership of Bonds. 49
Section 11.7. No Acceleration. 50
Section 11.8. Mailing of Notice. 50
Section 11.9. Exclusion of Bonds. 50

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

TABLE OF CONTENTS

Page

Section 11.10. Remedies Not Exclusive. 50
Section 11.11. Direction by Owners. 50
ARTICLE XII GENERAL COVENANTS AND REPRESENTATIONS 51
Section 12.1. Representations as to Trust Estate 51
Section 12.2. Accounts, Periodic Reports and Certificates 51
Section 12.3. General. 51
ARTICLE XIII SPECIAL COVENANTS 51
Section 13.1. Further Assurances; Due Performance. 51
Section 13.2. Additional Obligations or Other Liens. 52
Section 13.3. Books of Record. 52
ARTICLE XIV PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE 53
Section 14.1. Trust Irrevocable. 53
Section 14.2. Satisfaction of Indenture. 53
Section 14.3. Bonds Deemed Paid. 53
ARTICLE XV MISCELLANEOUS 54
Section 15.1. Benefits of Indenture Limited to Parties. 54
Section 15.2. Successor is Deemed Included in All References to Predecessor. 54
Section 15.3. Execution of Documents and Proof of Ownership by Owners. 54
Section 15.4. Waiver of Personal Liability 54
Section 15.5. Notices to and Demands on City and Trustee. 55
Section 15.6. Partial Invalidity. 55
Section 15.7. Applicable Laws. 56
Section 15.8. Payment on Business Day. 56
Section 15.9. Counterparts. 56
Section 15.10. No Boycott of Israel. 56
Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations 56
Section 15.12. No Discrimination Against Fossil Fuel Companies. 57
Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations. 57
EXHIBIT A A-1

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

INDENTURE OF TRUST

THIS INDENTURE, dated as of October 1, 2022 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted by the Petitioner and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Wells South Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of real taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on July 14, 2015, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on July 14, 2015, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2015-34R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on July 24, 2015, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after July 24, 2015; and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the "Neighborhood Improvement Area #1 Bonds") secured by certain assessments levied against property located within the first construction phase of the District ("Neighborhood Improvement Area #1"); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) (the "Major Improvement Area Bonds") secured by certain assessments levied against property located within the District that was not located within Improvement Area #1 (the "Major Improvement Area"); and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells South Public Improvement District Neighborhood Improvement Areas #2-3 Project) (the “Neighborhood Improvement Areas #2-3 Bonds”) secured by certain assessments levied against property located within the second construction phase of the District (“Neighborhood Improvement Area #2”) and certain assessments levied against property located within the third construction phase of the District (“Neighborhood Improvement Area #3”); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project) (the “Neighborhood Improvement Area #4 Bonds”) secured by certain assessments levied against property located within the fourth construction phase of the District (“Neighborhood Improvement Area #4”); and

WHEREAS, in the indentures authorizing the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Major Improvement Area Bonds, the City reserved the right to issue additional series of bonds as "Additional Obligations" pursuant to other indentures, assessment ordinances, or similar agreements which do not constitute or create a lien on the trust estate and are not payable from pledged revenues which secure, respectively, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Major Improvement Area Bonds; provided that prior to the issuance of such “Additional Obligations” the requirements set forth in Section 13.2(c) of the indenture authorizing the issuance of the Major Improvement Area Bonds must be satisfied; and

WHEREAS, on August 9, 2022, the City Council, by Resolution No. 2022-___, made findings and determinations relating to the Actual Costs of certain Authorized Improvements (the “Neighborhood Improvement Area #5 Improvements”) allocable to the property within the District located in the fifth construction phase of the District ("Neighborhood Improvement Area #5"), received and accepted a preliminary update to the service and assessment plan, including a proposed assessment roll for Neighborhood Improvement Area #5 (the “Assessment Roll”), called a public hearing for September 13, 2022, and directed City staff to: (i) file said proposed assessment roll with the City Secretary or other officer performing the functions of the municipal secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice of the September 13, 2022 public hearing, as required by Section 372.016(b) of the PID Act; and

WHEREAS, on August 15, 2022, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed Assessment Roll and the "Wells South Public Improvement District Amended and Restated Service and Assessment Plan" (as updated, amended, and/or restated for time to time, the "Service and Assessment Plan"), as updated for Neighborhood Improvement Area #5 and the levy of assessments on property in Neighborhood Improvement Area #5 of the District (the “Special Assessments”); and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of the Special Assessments on property in Neighborhood Improvement Area #5 of the District to the last known addresses of the owners of the property liable for the Special Assessments; and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

WHEREAS, the City Council opened and convened the hearing on September 13, 2022, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the proposed Assessment Roll, and the Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessments, the allocation of the Actual Costs of the Neighborhood Improvement Area #5 Improvements, the purposes of the Special Assessments, the special benefits of the Neighborhood Improvement Area #5 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of Special Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City Council approved Ordinance No. 2022-__ (the "Assessment Ordinance"), which levied the Special Assessments and approved and accepted the Service and Assessment Plan, as updated for Neighborhood Improvement Area #5, in conformity with the requirements of the PID Act and the City Council found and determined that the Special Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Secretary of the City filed a copy of the Assessment Ordinance not later than the seventh day after the date the City Council approved the Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Collin County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Special Assessments for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #5 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #5 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act and as Additional Obligations under the indentures authorizing the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Major Improvement Area Bonds, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate (as defined herein) and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, prior to the issuance of the Bonds, evidence satisfactory to the City and its advisors has been presented that the requirements of Section 13.2(c) of the indenture authorizing the Major Improvement Area Bonds have been satisfied and that the Bonds may be issued as Additional Obligations in accordance with that indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Special Assessments have been prepaid, the lien on real property associated with such Special Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price (as defined herein) of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“Actual Costs” mean, with respect to Neighborhood Improvement Area #5 Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Neighborhood Improvement Area #5 Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include (a) the costs incurred in the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Neighborhood Improvement Area #5 Improvement, (b) the costs incurred in preparing the construction plans for such Neighborhood Improvement Area #5 Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approval for such Neighborhood Improvement Area #5 Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Neighborhood Improvement Area #5 Improvement, (e) the costs of all labor, bonds, and material, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction, or implementation of such Neighborhood Improvement Area #5 Improvement, (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, and miscellaneous expenses, and (g) all payments of Administrative Expenses.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Special Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Special Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Administrative Expenses" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the Neighborhood Improvement Area #5 Assessment Roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the Bonds, and (ix) administering the construction of the Neighborhood Improvement Area #5 Improvements.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, ad interest on the Bonds.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Special Assessments (including both principal of and interest on the Special Assessments) as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix J; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Special Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within Neighborhood Improvement Area #5 of the District against which a Special Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means Ordinance No. 2022-__ adopted by the City Council on September 13, 2022, that levied the Special Assessments on the Assessed Parcels located in Neighborhood Improvement Area #5.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Assessment Roll” means, the assessment roll attached as Appendix J to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Special Assessment levied against each Assessed Parcel related to the Bonds and the Neighborhood Improvement Area #5 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Authorized Denomination” means $25,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including those listed in Section III of the Service and Assessment Plan.

“Bond” means any of the Bonds.

“Bond Counsel” means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

“Bond Fund” means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

“Bond Ordinance” means Ordinance No. 2022-___ adopted by the City Council on September 13, 2022 authorizing the issuance of the Bonds pursuant to this Indenture.

“Bond Pledged Revenue Account” means the Account of such name established pursuant to Section 6.1.

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Bonds” means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)”.

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

“Capitalized Interest Account” means the Account of such name established pursuant to Section 6.1.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Certificate for Payment" means a certificate substantially in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Master Developer and a City Representative executed by a Person approved by a City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Special Assessment, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed, or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing March 1, 2023.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

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

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Minor Amount Redemption" means a redemption of a principal amount of Bonds pursuant to Section 4.4 hereof that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

"Neighborhood Improvement Area #5" means the fifth phase to be developed within the District and further identified and depicted in Appendix B-6 in the Service and Assessment Plan.

"Neighborhood Improvement Area #5 Improvement Account" means the Account of the Project Fund of such name established pursuant to Section 6.1.

"Neighborhood Improvement Area #5 Improvements" means the Authorized Improvements which will benefit the Assessed Property, as more particularly described in Section III-G of the Service and Assessment Plan.

"Outstanding" means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Petitioner" means The George White Family Limited Partnership, a Texas limited partnership.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"PID Reimbursement Agreement" means that certain PID Reimbursement Agreement – Wells South, dated December 7, 2015, by and between the City and the Master Developer in which the City agrees to reimburse the Master Developer for a portion of Actual Costs of the Authorized Improvements with interest as permitted by the PID Act.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means the fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means the fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means the fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means the fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Redemption Price" means, when used with respect to any Bond or portion thereof, the applicable redemption price shown in Article IV of this Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is $_____ which is an amount equal to _____.

"Reserve Fund" means the fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the document, including the Assessment Roll, as amended, including any Annual Service Plan Update, which is attached as to the Assessment Ordinance, as the same may be amended or updated from time to time.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Special Assessments" means the aggregate assessments, as shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption of a principal amount of Bonds pursuant to Section 4.4 hereof that is greater than or equal to ten percent (10%) of the Outstanding principal amount of the Bonds.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #5 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #5 Improvements, (iii) funding a reserve

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated October 5, 2022 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2023 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount($)	Interest Rate (%)

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a copy of the executed Assessment Ordinance;

(b) a copy of the executed Bond Ordinance;

(c) a copy of the executed PID Reimbursement Agreement;

(d) a copy of this Indenture executed by the Trustee and the City; and

(e) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged for other Bonds in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, and notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the price of par plus accrued and unpaid interest to the redemption date (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments($)	Redemption Date	Sinking Fund Installments ($)
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	

* Stated Maturity

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments ($)	Redemption Date	Sinking Fund Installments ($)
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__			

* Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments ($)	Redemption Date	Sinking Fund Installments
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	

* Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments ($)	Redemption Date	Sinking Fund Installments
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	

* Stated Maturity

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to Sections 6.3(d), 6.7(b), or 6.7(d), any other transfers to the Redemption Fund under the terms of this Indenture, or as result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 and in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral multiple thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds of all maturities; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds of all maturities or Bonds, as applicable, shall be redeemed in inverse order of maturity.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(e) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Neighborhood Improvement Area #5 Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Reserve Account of the Reserve Fund: $_____;

(iii) to the Neighborhood Improvement Area #5 Improvement Account of the Project Fund: $_____;

(iv) to the Costs of Issuance Account of the Project Fund: $_____; and

(v) to the District Administration Account of the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2023, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Assessment Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected in accordance with Section 6.7(b) hereof, (iv) fourth, to pay other Actual Costs of the Neighborhood Improvement Area #5 Improvements, and (v) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Special Assessments for any lawful purposes permitted by the PID Act for which Special Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following date[s] and in the following amount[s]:

Date	**Amount ($)**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred, in accordance with a City Certificate delivered to the Trustee, to the Neighborhood Improvement Area #5 Improvement Account of the Project Fund, or if the Project Fund has been closed as provided in Section 6.5(g) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Neighborhood Improvement Area #5 Improvement Account of the Project Fund to pay Actual Costs of the Neighborhood Improvement Area #5 Improvements shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certificate for Payment or written direction from the City or its designee approving the disbursement to the Master Developer or the Master Developer's designee. The disbursement of funds from the Neighborhood Improvement Area #5 Improvement Account shall be pursuant to and in accordance with the disbursement procedures described in the PID Reimbursement Agreement or as provided in such written direction. Such provisions and procedures related to such disbursement contained in the PID Reimbursement Agreement, and no other provisions of the PID Reimbursement Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Neighborhood Improvement Area #5 Improvement Account of the Project Fund are not expected to be expended for purposes of the Neighborhood Improvement Area #5 Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of the Neighborhood Improvement Area #5 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Neighborhood Improvement Area #5 Improvement Account of the Project Fund will ever be expended for the purposes of the Neighborhood Improvement Area #5 Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Neighborhood Improvement Area #5 Improvement Account of the Project Fund that are not expected to be used for purposes of the Neighborhood Improvement Area #5 Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Neighborhood Improvement Area #5 Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Neighborhood Improvement Area #5 Improvements have been completed and that all Actual Costs of the Neighborhood Improvement Area #5 Improvements have been paid, or that any such Actual Costs of the Neighborhood Improvement Area #5 Improvements are not required to be paid from the Neighborhood Improvement Area #5 Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Neighborhood Improvement Area #5 Improvement Account of the Project Fund to the Bond Fund and (ii) the Neighborhood Improvement Area #5 Improvement Account of the Project Fund shall be closed. If the Neighborhood Improvement Area #5 Improvement Account has been closed pursuant to the provisions of this Section and the Costs of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than six (6) months following the Closing Date, upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and following such transfer, the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2023, an amount equal to the Additional Interest collected, if any, until the Additional Interest Reserve Requirement has been has accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished to the Additional Interest Reserve Requirement. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update unless and until it receives a City Certificate directing that a different amount be used.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to an account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund, and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f) hereof, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay the Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. Amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee shall follow the written instruction of any City Certificate. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Special Assessments.

The City hereby confirms, covenants, and agrees that the Special Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time), and, in accordance with the Assessment Ordinance, it has levied the Special Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Special Assessments.

(a) For so long as any Bonds are Outstanding and/or amounts are due to the Master Developer under the PID Reimbursement Agreement for the Actual Costs of the Neighborhood Improvement Area #5 Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Special Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Special Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Special Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 of this Indenture.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Master Developer under the PID Reimbursement Agreement to reimburse it for Actual Costs of the Neighborhood Improvement Area #5 Improvements remains outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Special Assessments. The Trustee and Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty (30) days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Special Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Special Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, City Secretary individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector, the City Manager, or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Paying Agent /Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Neighborhood Improvement Area #5 Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Unless such successor Trustee shall have been appointed by the Owners of the Bonds, in accordance with the immediately preceding paragraph, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Any modification or amendment made pursuant to this paragraph shall not be subject to the notice procedures specified in Section 10.3 below.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Special Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make any such payment; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least 51% of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action or suit is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Special Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues.

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of the Pledged Revenues securing payment of the Bonds.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds, Additional Obligations or subordinate obligations described by Section 13.2(c) above may be issued by the City unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations or subordinate obligations are scheduled to mature on September 1 of the years in which principal is schedule to mature, and (2) the interest on such Refunding Bonds, Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and/or September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain the same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Street Celina, Texas 75009 Attn: City Manager
If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its sole discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a previous or subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee 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 Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(*Remainder of Page Intentionally Left Blank*)

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Signature Page to Indenture of Trust
Relating to
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	October 5, 2022	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2023, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated October 5, 2022, issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of October 1, 2022 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #5 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #5 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $25,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments($)	Redemption Date	Sinking Fund Installments ($)
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	

* Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments ($)	Redemption Date	Sinking Fund Installments ($)
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__			

* Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments ($)	Redemption Date	Sinking Fund Installments
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	

* Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installments ($)	Redemption Date	Sinking Fund Installments
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

* Stated Maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at a price of par (the "Redemption Price"), plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a Redemption Price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

_____
Mayor, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount($)	Interest Rate (%)"

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Draft 08/29/2022

$6,463,000*
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

BOND PURCHASE AGREEMENT

September 13, 2022

City of Celina
142 North Ohio St.
Celina, Texas 75009

Ladies and Gentlemen:

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

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $6,463,000* aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, [plus a _____ Premium/less an original issue discount] of $_____ and less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined

* *Preliminary; subject to change.*

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Neighborhood Improvement Area #5 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated October 5, 2022, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on October 5, 2022 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on September 13, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of October 1, 2022, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments (the "Special Assessments") levied pursuant to a separate ordinance adopted by the City Council on September 13, 2022 (the "Assessment Ordinance") against assessable property (the "Assessed Property") located within Neighborhood Improvement Area #5 (as defined in the Indenture) of the Wells South Public Improvement District (the "District") all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on July 14, 2015, in accordance with the Act. The original service and assessment plan for the District was approved on December 7, 2015 and was most recently amended and restated by the City on September 13, 2022 (the "Service and Assessment Plan"). The Creation

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Resolution, the Assessment Ordinance, the Bond Ordinance and the Indenture are collectively referred to herein as the "Authorizing Documents."

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

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

4. Establishment of Issue Price.

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(i) "public" means any person other than an underwriter or a related party to an underwriter;

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

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

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

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated August 26, 2022 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— Prior Bond Issuances," and "— The Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Master Developer, the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #5 Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Master Developer" and "— Litigation – The Neighborhood Improvement Areas #5-7 Developer," "CONTINUING DISCLOSURE — The Neighborhood Improvement Areas #5-7 Developer" and "— The Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2" and "APPENDIX G." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

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

(1) this Agreement;

(2) the Indenture;

(3) the PID Reimbursement Agreement Wells South effective December 7, 2015 (the "PID Reimbursement Agreement"), executed and delivered by the City and Celina Development, LLC, a Texas limited liability company (the "Master Developer");

(4) the Amended and Restated Development Agreement ("Wells South Tract") effective as of April 28, 2015, by and between the City and the George White Family Limited Partnership (the "Original Landowner"), as further amended by that certain First Amendment to Amended and Restated Development Agreement (Wells South Tract) effective February 13, 2018, by and between the City and the Master Developer, as successor in interest to the Original Landowner, and any future amendments thereto (the "City Development Agreement"); and

(5) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of October 1, 2022 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

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

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

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

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

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

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

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

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

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

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

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

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

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

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

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

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

7. Developers' Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Master Developer an executed Hillwood Developer Entities Letter of Representations, in the form of Appendix A-1 hereto, from M/I Homes of DFW, LLC, a Delaware limited liability company (the "Neighborhood Improvement Areas #5-7 Developer") an executed Neighborhood Improvement Areas #5-7 Developer Letter of Representations, in the form of Appendix A-2 hereto (collectively referred to herein as the "Developers' Letter of Representations"), and at the Closing, a certificate signed by the Hillwood Developer Entities (as defined herein) and a certificate signed by the Neighborhood Improvement Areas #5-7 Developer as set forth in Section 10(e) hereof (collectively referred to herein as the "Developers' Closing Certificates").

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

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

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

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

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

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

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

(iv) there shall be in full force and effect such other resolutions or actions of

(1) the Master Developer as, in the opinion of Shupe Ventura, PLLC ("Master Developer's Special Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Master Developer described in the Hillwood Developer Entities Letter of Representations, the City Development Agreement and the PID

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Reimbursement Agreement, collectively, the "Master Developer Documents") and

(2) the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Areas #5-7 Fee Developer (collectively, the "Hillwood Development Entities") as, in the opinion of Haynes and Boone, LLP (in its capacity as the "Hillwood Developer Entities Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Hillwood Development Entities described in the Hillwood Developer Entities Letter of Representations, the Master Developer Documents, the Contract of Sale between Lilyana POD Phases, LLC, as successor in interest to the Master Developer, (the "Original Neighborhood Improvement Areas #5-7 Developer") and M/I Homes of DFW, LLC, as Delaware limited liability company (the "Neighborhood Improvement Areas #5-7 Developer"), (the "Phases 5-7 Contract of Sale"), the Development and Easement Agreement between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer (the "Phases 5-7 Development Agreement") and the Transaction Services Agreement between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, L.P., a Texas limited partnership (the "Neighborhood Improvement Areas #5-7 Fee Developer") (collectively, the "Hillwood Developer Entities Documents").

(v) there shall be in full force and effect such other resolutions or actions of the Neighborhood Improvement Areas #5-7 Developer as, in the opinion of either Haynes and Boone, LLP (in its capacity as the "Neighborhood Improvement Areas #5-7 Developer's Counsel"), Neighborhood Improvement Areas #5-7 Developer's Counsel or Vorys, Sater, Seymour and Pease LLP ("Neighborhood Improvement Areas #5-7 Developer's Special Counsel") shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Neighborhood Improvement Areas #5-7 Developer described in the Neighborhood Improvement Areas #5-7 Developer's Letter of Representations, the Phases #5-7 Contract of Sale Contract, the Phases 5-7 Development Agreement, the Transaction Services Agreement and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of October 1, 2022, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Continuing Disclosure Agreement of the Developer" and, together with the Neighborhood Improvement Areas #5-7 Developer's Letter of Representations, the Phases 5-7 Sale Contract, Neighborhood Improvement Areas #5-7 Development Agreement, the "Neighborhood Improvement Ares #5-7 Developer Documents") and

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Neighborhood Improvement Area #5 Improvements, and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Special Assessments when due.

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

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture need to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

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

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

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

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

(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

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

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

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

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

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

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

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only), "— Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

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

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

(iv) The Indenture, the City Development Agreement, the PID Reimbursement Agreement, the Continuing Disclosure Agreement of the Issuer, and this Agreement have been duly authorized, executed and delivered by the City and,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

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

d. Opinion(s) of Developers' Counsel. (i) An opinion of Hillwood Developer Entities' Counsel, substantially in the form of Appendix D-1 hereto, dated the Closing Date, (ii) an opinion of Master Developer's Special Counsel, substantially in the form of Appendix D-2 hereto, dated the Closing Date, (iii) an opinion of Neighborhood Improvement Areas #5-7 Developer's Corporate Counsel, substantially in the form of Appendix D-3 hereto, dated the Closing Date, (iv) an opinion of Neighborhood Improvement Areas #5-7 Developer's Special Counsel, substantially in the form of Appendix D-4 hereto, dated the Closing Date, and (v) an opinion of Neighborhood Improvement Areas #5-7 Developer's Counsel, substantially in the form of Appendix D-5 hereto, dated the Closing Date, each of which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinions shall be in substantially such forms unless the City and the Underwriter mutually agree upon changes thereto.

e. Developers' Closing Certificates. The Hillwood Developer Entities Closing Certificate and the Neighborhood Improvement Areas #5-7 Developer Closing Certificate, dated as of the Closing Date, signed by authorized officers of the Hillwood Developer Entities or the Neighborhood Improvement Areas #5-7 Developer, respectively, in substantially the form of Appendix E-1 and Appendix E-2 hereto.

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

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

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

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Special Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

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

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

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

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

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

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

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

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

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

k. Delivery of City Documents, the Hillwood Developer Documents (which includes the Master Developer Documents) and Neighborhood Improvement Areas #5-7 Developer Documents. The City Documents, the Hillwood Developer Documents and Neighborhood Improvement Areas #5-7 Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

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

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

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

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

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in Neighborhood Improvement Area #5 of the District dated July 22, 2022.

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that the Assessment Ordinance, including the legal description of the property within Neighborhood Improvement Area #5, the Assessment Roll and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, have been filed of record in the real property records of Collin County, Texas.

s. Lender Consent Certificate. Lender Consent Certificate of Interbank, an Oklahoma state chartered bank acknowledging the creation of the District and consenting to and acknowledging the adoption of the Assessment Ordinance, the levy of the Special Assessments, and the subordination of its lien to the lien created by the Special Assessments, in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

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

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

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

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

13. Costs and Expenses.

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

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

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

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

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

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

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

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

21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization..

23. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter 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 Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

City of Celina, Texas

By: _____
Mayor

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Draft 08/29/2022

SCHEDULE I

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Dated Date: [_____], 2022
Interest Accrues From: Date of Delivery

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

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

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on or after September 1, 20__ may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__ such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds Maturing September 1, 20[ ]

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

† Stated Maturity

$_____ Term Bonds Maturing September 1, 20[ ]

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

† Stated Maturity

[Remainder of this page intentionally left blank.]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Draft 08/29/2022

APPENDIX A-1

FORM OF DEVELOPERS' LETTER OF REPRESENTATIONS

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

HILLWOOD DEVELOPER ENTITIES

LETTER OF REPRESENTATIONS

September 13, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase the $6,463,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Celina Development, LLC, a Texas limited liability company (the "Master Developer"), Lilyana Pod Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer") and HWC Development Management Services, L.P., a Texas limited partnership (the "Neighborhood Improvement Areas #5-7 Fee Developer," and together with the Master Developer and the Original Neighborhood Improvement Areas #5-7 Developer referred to collectively as the "Hillwood Developer Entities") make the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Hillwood Developer Entities Letter of Representations (this "Developer Letter of Representations") will have the meaning set forth in the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Hillwood Developer Entities become aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Hillwood Developer Entities will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Hillwood Developer Entities in accordance with the Bond Purchase Agreement, the Hillwood Developer Entities make no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "— Prior Bond Issuances", "— The Bonds", and the last two paragraphs under the subcaption "—Additional Obligations"), "THE NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPERS" (except for the information relating to the Neighborhood Improvement Areas #5-7 Developer under the subcaption "— Description of the Neighborhood Improvement Areas #5-7 Developer") and, to the Hillwood Developer Entities' knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Hillwood Developer Entities, the Neighborhood Improvement Area #5 Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Master Developer," and "APPENDIX F" (collectively, the "Hillwood Developer Entities' Disclosures") in accordance with subsection 4(f) herein.

3. Hillwood Developer Entities' Documents. The Hillwood Developer Entities have executed and delivered, jointly or separately as applicable, each of the below listed documents (individually, a "Hillwood Developer Entity Document" and collectively, the "Hillwood Developer Entities' Documents") in the capacity provided for in each such Hillwood Developer Entity Document, and each such Hillwood Developer Entity Document constitutes a valid and binding obligation of the respective Hillwood Developer Entity, enforceable against each of the Hillwood Developer Entities in accordance with its terms:

a. this *Developer Letter of Representations*; and

b. the *Amended and Restated Development Agreement (Wells South Tract)* effective as of April 28, 2015, by and between the City and The George White Family Limited Partnership approved by the City Council on September 8, 2015 and recorded in the real

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

property records of the County as Document No. 20151123001468610 on November 23, 2015; and, as assigned by that certain *Assignment and Assumption of Celina Development Agreement (Wells South)* effective as of January 5, 2016 by and between The George White Family Limited Partnership and Master Developer and recorded in the real property records of the County as Document No. 20160321000333010 on March 21, 2016; and, as amended by that certain *First Amendment to Amended and Restated Development Agreement (Wells South Tract)*, effective as of February 13, 2018, by and between the City and Master Developer and approved by the City Council on February 13, 2018 and recorded in the real property records of the County as Document No. 20180511000580740 on May 11, 2018; and

c. the *PID Reimbursement Agreement – Wells South* effective December 7, 2015 executed and delivered by the City and the Master Developer; and

d. the *Contract of Sale* dated July 6, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer, as successor in interest to the Master Developer, and the Neighborhood Improvement Areas #5-7 Developer, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021; and

e. the *Development and Easement Agreement*, dated September 1, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

f. the *Transaction Services Agreement*, dated September 1, 2021, between the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer.

The Hillwood Developer Entities have complied in all material respects with all of the Hillwood Developer Entities' respective agreements and covenants and satisfied all conditions required to be complied with or satisfied by each respective Hillwood Developer Entity under the Developer Documents on or prior to the date hereof.

4. Hillwood Developer Entities' Representations, Warranties and Covenants. The Hillwood Developer Entities represent, warrant, and covenant to the City and the Underwriter that:

a. Due Organization and Existence. Each Hillwood Developer Entity is a duly formed and validly existing limited partnership under the laws of the State of Texas.

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

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

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against any of the Hillwood Developer Entities that are either not covered by insurance or which singularly or collectively would have a

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

material, adverse effect on the ability of the Hillwood Developer Entities to perform their respective obligations under the Hillwood Developer Entities Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

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

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

g. Events of Default. No "Event of Default" or "event of default" by the Hillwood Developer Entities under any of the Hillwood Developer Entities' Documents, any documents to which the Hillwood Developer Entities, individually or jointly, are a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Hillwood Developer Entities, individually or jointly, are a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Hillwood Developer Entities has occurred and is continuing.

h. No Boycott of Israel. To the extent the PID Reimbursement Agreement and the Development Agreement constitute a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Hillwood Developer Entities hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the terms of the PID Reimbursement Agreement and the Development Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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.

i. Iran, Sudan and Foreign Terrorist Organizations. The Hillwood Developer Entities represent that, as of the date of the PID Reimbursement Agreement and the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Development Agreement, to the extent the PID Reimbursement Agreement and the Development Agreement constitute governmental contracts within the meaning of Section 2252.151 of the Texas Government Code, as amended, that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or Texas law and excludes the Hillwood Developer Entities and each of their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

5. Indemnification.

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

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Hillwood Developer Entities, or the Underwriter.

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

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

[*Signature page follows.*]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Dated: September 13, 2022

HILLWOOD DEVELOPER ENTITIES:

MASTER DEVELOPER:

CELINA DEVELOPMENT, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

ORIGINAL NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER

LILYANA POD PHASES, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

NEIGHBORHOOD IMPROVEMENT AREAS #5-7 FEE DEVELOPER:

HWC DEVELOPMENT MANAGEMENT SERVICES, L.P.
a Texas limited partnership

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX A-2

FORM OF DEVELOPERS' LETTER OF REPRESENTATIONS

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER LETTER OF REPRESENTATIONS

September 13, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $6,463,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, and M/I Homes of DFW, LLC, a Delaware limited liability company (the "Neighborhood Improvement Areas #5-7 Developer"), makes the representations, warranties, and covenants contained in this Neighborhood Improvement Areas #5-7 Developer Letter of Representations (the "Developer Letter of Representations"). Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Neighborhood Improvement Areas #5-7 Developer

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Neighborhood Improvement Areas #5-7 Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Neighborhood Improvement Areas #5-7 Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Neighborhood Improvement Areas #5-7 Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Neighborhood Improvement Areas #5-7 Developer in accordance with the Bond Purchase Agreement, the Neighborhood Improvement Areas #5-7 Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except the first paragraph under the subcaption "— Overview," "— The City Development Agreement," "— Prior Bond Issuances," "— The Bonds" and the last two paragraphs under the subcaption "—Additional Obligations") "THE NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS," "THE DEVELOPMENT — Development Plan – Neighborhood Improvement Area #5 and the Future Neighborhood Improvement Areas" and "— Neighborhood Improvement Area #5 Development Financing" "THE DEVELOPERS — Description of the Neighborhood Improvement Areas #5-7 Developer" and "— History and Financing of the District – Sale of Phases 5, 6 and 7 and "— History and Financing of the District — Neighborhood Improvement Area #5 Development Financing," and, to the Neighborhood Improvement Areas #5-7 Developer's knowledge after due inquiry, under the subcaptions "BONDHOLDERS' RISKS" (only as it pertains to the Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Area #5 Improvements, and the Development), "LEGAL MATTERS — Litigation — The Neighborhood Improvement Areas #5-7 Developer," and "CONTINUING DISCLOSURE – The Neighborhood Improvement Areas #5-7 Developer" and "— The Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings" and "APPENDIX E-2" (collectively, the "Neighborhood Improvement Areas #5-7 Developer Disclosures") in accordance with subsection 4(f) herein.

3. Neighborhood Improvement Areas #5-7 Developer Documents. The Neighborhood Improvement Areas #5-7 Developer has executed and delivered (or has been assigned in full) each of the below listed documents (individually, a "Neighborhood

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Improvement Areas #5-7 Developer Document" and collectively, the "Neighborhood Improvement Areas #5-7 Developer Documents") in the capacity provided for in each such Neighborhood Improvement Areas #5-7 Developer Document, and each such Neighborhood Improvement Areas #5-7 Developer Document constitutes a valid and binding obligation of the Neighborhood Improvement Areas #5-7 Developer, enforceable against the Neighborhood Improvement Areas #5-7 Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of October 1, 2022, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

c. the Contract of Sale dated July 6, 2021, between Lilyana POD Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer"), as successor in interest to the Celina Development, LLC, a Texas limited liability company, and the Neighborhood Improvement Areas #5-7 Developer, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021;

d. the Development and Easement Agreement, dated September 1, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

e. the Transaction Services Agreement, dated September 1, 2021, between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, L.P., a Texas limited partnership.

The Neighborhood Improvement Areas #5-7 Developer has complied in all material respects with all of the Neighborhood Improvement Areas #5-7 Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Neighborhood Improvement Areas #5-7 Developer under the Neighborhood Improvement Areas #5-7 Developer Documents on or prior to the date hereof.

4. Neighborhood Improvement Areas #5-7 Developer Representations, Warranties and Covenants. The Neighborhood Improvement Areas #5-7 Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. M/I Homes of DFW, LLC, is duly formed and validly existing as a limited liability company under the laws of the State of Delaware.

b. Organizational Documents. The copies of the organizational documents of Neighborhood Improvement Areas #5-7 Developer provided to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Neighborhood Improvement Areas #5-7 Developer Documents by the Neighborhood Improvement Areas #5-7 Developer

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

does not violate any judgment, order, writ, injunction or decree binding on the Neighborhood Improvement Areas #5-7 Developer or any indenture, agreement, or other instrument to which the Neighborhood Improvement Areas #5-7 Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Neighborhood Improvement Areas #5-7 Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Neighborhood Improvement Areas #5-7 Developer to perform its obligations under the Neighborhood Improvement Areas #5-7 Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Neighborhood Improvement Areas #5-7 Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects, to the best of Neighborhood Improvement Areas #5-7 Developer's knowledge.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Neighborhood Improvement Areas #5-7 Developer represents and warrants that, to the best of its knowledge, the information set forth in the Neighborhood Improvement Areas #5-7 Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Neighborhood Improvement Areas #5-7 Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Neighborhood Improvement Areas #5-7 Developer under any of the Neighborhood Improvement Areas #5-7 Developer Documents, any documents to which the Neighborhood Improvement Areas #5-7 Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Neighborhood Improvement Area #5 Improvements to which the Neighborhood Improvement Areas #5-7 Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Neighborhood Improvement Areas #5-7 Developer has occurred and is continuing.

5. Indemnification.

a. The Neighborhood Improvement Areas #5-7 Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Neighborhood Improvement Areas #5-7 Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Neighborhood Improvement Areas #5-7 Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of:

(a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter,

(b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

7. Binding on Successors and Assigns. This Letter of Representations will be binding upon the Neighborhood Improvement Areas #5-7 Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page follows.*]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Dated: September 13, 2022

NEIGHBORHOOD IMPROVEMENT AREAS #5-7
DEVELOPER:

M/I HOMES OF DFW, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX B

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

ISSUE PRICE CERTIFICATE

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

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

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

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

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

3. ***Defined Terms***.

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

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

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 5, 2022.

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

[Remainder of this page intentionally left blank.]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

FMSbonds, Inc.,
as Underwriter

By:_____

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

Date: _____, 2022

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX C

LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC

October 5, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the "City") and are rendering this opinion for limited purposes in connection with the issuance and sale of $6,463,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. 2022-__, enacted by the City Council of the City (the "City Council") on September 13, 2022 (the "Bond Ordinance"), and were issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust dated as of October 1, 2022 (the "Indenture") by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated September 13, 2022 between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 10(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(a) Resolution No. 2015-34R (the "Creation Resolution"), enacted by the City Council on July 14, 2015;

(b) Ordinance No. _____, accepted and approved by the City Council on September 13, 2022 (the "Assessment Ordinance," and the Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the PID Reimbursement Agreement Wells South effective December 7, 2015 (the "PID Reimbursement Agreement"), executed and delivered by the City and Celina Development, LLC, a Texas limited liability company (the "Master Developer");

(f) the Amended and Restated Development Agreement ("Wells South Tract") effective as of April 28, 2015, by and between the City and the George White Family Limited Partnership(the "Original Landowner"), as further amended by that certain First Amendment to Amended and Restated Development Agreement (Wells South Tract) effective February 13, 2018, by and between the City and the Master Developer, as successor in interest to the Original Landowner, and any future amendments thereto (the "Development Agreement"); and

(g) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of October 1, 2022 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc, as Dissemination Agent,

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

and Boone, LLP, Master Developer's Counsel; and (f) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, Master Developer's Special Counsel (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

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

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

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

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

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

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

7. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — first five paragraphs of " Assessment Methodology" and first four paragraphs of "— Assessment Amounts,"; "THE CITY" excluding the last sentence; "THE DISTRICT — General" and "— Powers and Authority of the City;" "LEGAL MATTERS — Litigation — The City;" and "CONTINUING DISCLOSURE — The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

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

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

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

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

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

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Very truly yours,

_____

ATTORNEY FOR THE CITY

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

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

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) Haynes and Boone, LLP, Master Developer's Counsel; (iii) Shupe Ventura, PLLC, Master Developer's Special Counsel; (iv) Vorys, Sater, Seymour and Pease LLP, Neighborhood Improvement Areas #5-7 Developer's Special Counsel; and

10. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

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

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX D-1

LETTERHEAD OF HAYNES AND BOONE, LLP
HILLWOOD DEVELOPER ENTITIES' COUNSEL

October 5, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

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

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Ladies and Gentlemen:

We have served as Counsel for Hillwood Development Company, LLC, a Texas limited liability company ("***HDC***"), the 100% owner of RE Project Manager, LLC, a Texas limited liability company ("***RE PM***"), the sole general partner of RE Project, LP, a Texas limited partnership, the sole managing member (the "***Managing Member***") of Celina Development, LLC, a Texas limited liability company (the "***Master Developer***"), and affiliates of the Master Developer, Lilyana POD Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer"), and HWC Development Management Services, L.P., a Texas limited partnership (the " Neighborhood Improvement Areas #5-7 Fee Developer" and together with the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer, the "***Hillwood Developer Entities***" in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $6,463,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "***Bonds***"), pursuant to that certain Indenture of Trust dated as of October 1, 2022 (the "***Indenture***"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "***Trustee***"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Wells South" located in the City and in the Wells South Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated September 13, 2022 (the "***Bond Purchase Agreement***"), by and between

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

Assumptions and Bases for Opinions and Assurances

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

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the PID Reimbursement Agreement – Wells South effective December 7, 2015, executed and delivered by the City and the Master Developer;

(2) the Amended and Restated Development Agreement (Wells South Tract), effective as of April 28, 2015, by and between the City and the George White Family Limited Partnership, (the "Original Landowner"), as further amended by that certain First Amendment to Amended and Restated Development Agreement (Wells South Tract), effective February 13, 2018, by and between the City and the Master Developer, successor in interest to Original Landowner, and any future amendments thereto (the "Development Agreement");

(3) the Hillwood Developer Entities Letter of Representations executed by the Master Developer, Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer, as of September 13, 2022;

(4) Contract of Sale dated July 6, 2021, by and between the Original Neighborhood Improvement Areas #5-7 Developer, as successor in interest to the Master Developer, and M/I Homes of DFW, LLC, a Delaware limited liability company, as amended;

(5) Development and Easement Agreement dated September 1, 2021, by and between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

(6) Transaction Services Agreement effective as of September 2, 2021, by and between the Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer.

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(c) Certificates from the Secretary of State of the State of Texas listed on ***Exhibit A*** indicating that each of HDC, RE PM, Managing Member, and the Hillwood Developer Entities (each, a "***Texas Existence Certificate,***" and collectively, the "***Texas Existence Certificates***");

(d) Statements of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on ***Exhibit A***, which statements indicate that, as of the dates and times thereof, the right of each of the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer to transact business in Texas was "***active***" (each, an "***FTAS Page,***" and collectively, the "***FTAS Pages***");

(e) The Preliminary Limited Offering Memorandum, dated August 26, 2022, relating to the issuance of the Bonds (the "***Preliminary Limited Offering Memorandum"***);

(f) The final Limited Offering Memorandum, dated September 13, 2022, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "***Limited Offering Memorandum***"); and

(g) Such other documents, records, agreements, and certificates of the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Areas #5-7 Fee Developer, and their respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above, (including the Material Documents), we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) breach or result in a default under any existing obligation of such party

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

under any agreements, contracts or instruments to which such party is a party, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

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

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

2. The Original Neighborhood Improvement Area #5 Developer is (a) a limited liability company, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

3. The Neighborhood Improvement Areas #5-7 Fee Developer is (a) a limited partnership, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

4. The Master Developer has the limited liability company power and authority under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The Original Neighborhood Improvement Areas #5-7 Developer has the limited liability company power and authority under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The Neighborhood Improvement Areas #5-7 Fee Developer has the limited partnership power and authority under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Hillwood Developer Entities of each Material Document to which it is a party, and the performance by the respective Hillwood Developer Entity of its agreements set forth therein, have been duly authorized by all necessary limited liability company or limited partnership action, as applicable, under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents.

5. The execution and delivery by the respective Hillwood Developer Entity of the Material Documents and the performance by the respective Hillwood Developer Entity of its obligations under the Material Documents will not (i) violate any Applicable Law (as defined in Schedule I attached hereto); (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Officer's Certificate of Hillwood Development Company, LLC, dated as of the date hereof (the "***Developer Certificate***") or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Hillwood Developer Entities, the conflict with which or breach of which would have a

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

material, adverse effect on the ability of the respective Hillwood Developer Entity to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited liability company agreement or partnership agreement, as applicable, or certificate of formation.

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

6. The Material Documents to which each Hillwood Developer Entity is a party have been duly executed and delivered by the respective Hillwood Developer Entity and constitute the legal, valid, and binding obligation of such Hillwood Developer Entity, enforceable against such entity in accordance with its terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

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

8. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "***PLAN OF FINANCE***" (except under the subcaptions ***"— Prior Bond Issuances,***" "***— The Bonds***," and "***— Additional Obligations***"), "***THE NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS***," "***THE DEVELOPMENT***," "***THE DEVELOPERS***" (except for the information relating to the Neighborhood Improvement Areas #5-7 Developer under the subcaption "— ***Description of the Developers – Neighborhood Improvement Areas #5-7 Developer***"), and, to the best of our knowledge, under the captions "***BONDHOLDERS' RISKS***" (only as it pertains to the Hillwood Developer Entities, the Neighborhood Improvement Area #5 Improvements and the Development), "***LEGAL MATTERS — Litigation – The Master Developer***" ***and*** "***Appendix F***" adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

In addition, based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of September 13, 2022, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, during the last twelve months, we have not been engaged to give substantive attention to, or represent the Hillwood Developer Entities in connection with, any actions, suits or proceedings pending in any court of law or equity, or before or by any governmental instrumentality that, if decided adversely to the Hillwood Developer Entities, could have a material adverse effect on the Hillwood Developer Entities with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the operations or financial condition of the Hillwood Developer Entities; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

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

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

Very truly yours,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Schedule I

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT A

ATTACHMENT TO OPINION OF COUNSEL FOR THE HILLWOOD DEVELOPER ENTITIES

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

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

(ii) Certificate of Fact with respect to the existence of HDC, dated _____, 2022;

(iii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022, at _____ _.m., which statement indicates that, as of the date and time thereof, the right of HDC to transact business in Texas is "***active***";

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

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

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

(vii) Certificate of Fact with respect to the existence of RE PM, dated _____, 2021;

(viii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022, at ____ p.m., which statement indicates that, as of the date and time thereof, the right of RE PM to transact business in Texas is "***active***";

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

(x) Certificate of Formation of the Managing Member, certified by the Secretary of State of the State of Texas on November 6, 2012, and all amendments thereto;

(xi) Certificate of Fact with respect to the existence of the Managing Member, dated _____, 2022;

(xii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022 at ____ _.m., which statement indicates that, as of the date and time thereof, the right of the Managing Member to transact business in Texas is "***active***";

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

(xiv) Certificate of Formation of Master Developer, certified by the Secretary of State of the State of Texas on September 10, 2015;

(xv) Certificate of Fact with respect to the existence of Master Developer, dated _____, 2022;

(xvi) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022, at _____ _.m., which statement indicates that, as of the date and time thereof, the right of the Master Developer to transact business in Texas is "***active***";

(xvii) Limited Liability Company Agreement of the Master Developer, dated September 9, 2015;

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

(xix) Certificate of Formation of the Original Neighborhood Improvement Areas #5-7 Developer, certified by the Secretary of State of the State of Texas on _____;

(xx) Certificate of Fact with respect to the existence of the Original Neighborhood Improvement Areas #5-7 Developer, dated _____, 2022;

(xxi) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022 at _.m., which statement indicates that, as of the date and time thereof, the right of the Original Neighborhood Improvement Areas #5-7 Developer to transact business in Texas is "***active***";

(xxii) Limited Liability Company Agreement of the Original Neighborhood Improvement Areas #5-7 Developer, dated _____;

(xxiii) Written Consent of the Members of the Original Neighborhood Improvement Areas #5-7 Developer, dated on or about the date hereof;

(xxiv) Certificate of Formation of the Neighborhood Improvement Areas #5-7 Fee Developer, certified by the Secretary of State of the State of Texas on _____;

(xxv) Certificate of Fact with respect to the existence of the Neighborhood Improvement Areas #5-7 Fee Developer, dated _____, 2022;

(xxvi) Statement of Franchise Tax Account Status obtained through the website of the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Texas Comptroller of Public Accounts, accessed _____, 2022 at _.m., which statement indicates that, as of the date and time thereof, the right of the Neighborhood Improvement Areas #5-7 Fee Developer to transact business in Texas is "***active***";

(xxvii) Limited Liability Company Agreement of the Neighborhood Improvement Areas #5-7 Fee Developer, dated _____; and

(xxviii) Written Consent of the Members of the Neighborhood Improvement Areas #5-7 Fee Developer, dated on or about the date hereof.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX D-2

LETTERHEAD OF SHUPE VENTURA, PLLC
MASTER DEVELOPER'S SPECIAL COUNSEL

October 5, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Celina Development, LLC, a Texas limited liability company (the "***Master Developer***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $6,463,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) (the "***Bonds***"), pursuant to Indenture of Trust dated as of **October 1, 2022** (the "***Indenture***"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "***Trustee***"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Wells South" (the "***Development***") located in the City.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated **September 13, 2022** (the "***Bond Purchase Agreement***"), between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

(a) The following documents to which the Master Developer is a party (collectively, the "***Reviewed Documents***"):

(1) the *Amended and Restated Development Agreement (Wells South Tract)* effective as of April 28, 2015, by and between the City and The George White Family Limited Partnership approved by the City Council on September 8, 2015 and recorded in the real property records of the County as Document No. 20151123001468610 on November 23, 2015; and, as assigned by that certain *Assignment and Assumption of Celina Development Agreement (Wells South)* effective as of January 5, 2016 by and between The George White Family Limited Partnership and Master Developer and recorded in the real property records of the County as Document No. 20160321000333010 on March 21, 2016; and, as amended by that certain *First Amendment to Amended and Restated Development Agreement (Wells South Tract)*, effective as of February 13, 2018, by and between the City and Master Developer and approved by the City Council on February 13, 2018 and recorded in the real property records of the County as Document No. 20180511000580740 on May 11, 2018; and

(2) the *PID Reimbursement Agreement – Wells South* effective December 7, 2015, executed and delivered by the City and the Master Developer; and

(3) the *Master Developer Letter of Representations* executed by the Master Developer as of **September 13, 2022**.

(b) The *Preliminary Limited Offering Memorandum,* dated **August 26, 2022**, relating to the issuance of the Bonds; and

(c) The final *Limited Offering Memorandum* dated **September 13, 2022**, relating to the issuance of the Bonds; and

(d) Such other documents, records, agreements and certificates of the Master Developer as we have deemed necessary or appropriate to render the opinions expressed below.

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

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Closing Certificate of the Master Developer delivered pursuant to the Bond Purchase Agreement; (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, counsel to the Master Developer [and certain affiliated entities] and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer, Fort & McDonald, PLLC, special counsel to the City (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

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

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

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

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Master Developer in accordance with their respective terms.

2. The execution, delivery, and performance by the Master Developer of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Master Developer or any ordinances of the City applicable to the Master Developer.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

delivery, and performance by the Master Developer of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Master Developer to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Master Developer that are described in the Reviewed Documents.

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

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

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

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

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

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

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. This opinion letter does not constitute a warranty or guarantee or

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

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

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Master Developer, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents; and

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) Haynes and Boone, LLP, Master Developer's Counsel; (iii) Shupe Ventura, PLLC, Master Developer's Special Counsel; (iv) Vorys, Sater, Seymour and Pease LLP, Neighborhood Improvement Areas #5-7 Developer's Special Counsel.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

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

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX D-3

LETTERHEAD OF NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER'S CORPORATE COUNSEL

October 5, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

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

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

Vorys, Sater, Seymour and Pease LLP
909 Fannin Street, Suite 2700
Houston, Texas 77010

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Ladies & Gentlemen:

I am Corporate Counsel for M/I Homes of DFW, LLC, a Delaware limited liability company (the "Neighborhood Improvement Area #5 Developer") in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $6,463,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "Bonds"), pursuant to that certain Indenture of Trust dated as of October 1, 2022 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the fifth phase ("Neighborhood Improvement Area #5") of the development known as "Wells South" located in the City and in the Wells South Public Improvement District (the "District").

The Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated September 13, 2022 (the "Bond Purchase Agreement"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

In my capacity as Corporate Counsel, and for purposes of rendering the opinions set forth herein, I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(i) the Development and Easement Agreement effective as of September 1, 2021, executed and delivered by the Neighborhood Improvement Area #5 Developer and Lilyana POD Phases, LLC, (the "Original Neighborhood Improvement Areas 5-7 Developer");

(ii) the Contract of Sale dated as of July 6, 2021 executed and delivered by the Neighborhood Improvement Area #5 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021, as assigned to the Original Neighborhood Improvement Areas 5-7 Developer on September 1, 2021;

(iii) the Transaction Services Agreement dated September 1, 2021 between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC;

(iv) the Developer Letter of Representations executed by the Neighborhood Improvement Areas #5-7 Developer as of September 13, 2022;

(v) the Continuing Disclosure Agreement of the Developer with respect to the Bonds dated as of October 1, 2022, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

(vi) the Preliminary Limited Offering Memorandum dated as of August 26, 2022, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum"); and

(vii) the final Limited Offering Memorandum dated as of September 13, 2022, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum").

The documents referred to in clauses (i) through (v) above are collectively referred to as the "Developer Basic Documents". In addition, I have examined such other certificates, documents, instruments, laws, statutes, ordinances, regulations and other matters as I have deemed necessary and advisable in order to render the following opinions.

In rendering my opinions, I have, with your permission, made the following assumptions, without independent investigation or verification:

(i) Except to the extent expressly set forth in the opinions below with respect to the Neighborhood Improvement Areas #5-7 Developer, (a) each of the Developer Basic Documents has been duly authorized by, has been duly executed and delivered by, all of the parties to each Developer Basic Documents, (b) all signatories to each of the Developer Basic Documents have been duly authorized, (c) all of the parties to the Developer Basic Documents are duly organized and validly existing, and have the power and authority to execute, deliver and perform the Developer Basic Documents, (d) all of the parties are qualified to do business in each jurisdiction where such qualification is required and (e) the Neighborhood Improvement Areas #5-7 Developer has complied with all aspects of the laws of all

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

jurisdictions other than Delaware in connection with the transactions contemplated by the Developer Basic Documents;

(ii) All (a) natural persons have legal capacity, (b) signatures are genuine, (c) documents submitted to me as originals or copies are authentic, and (d) documents submitted to me as copies conform to the original documents; and

(iii) Each of the Developer Basic Documents constitute the legal, valid and binding obligations of the parties thereto enforceable in accordance with its terms.

I assume further that: (i) there has been no mutual mistake of fact, or misunderstanding or fraud, duress or undue influence in connection with the negotiation, delivery and execution of the Developer Basic Documents; (ii) there has been no oral modification of, or amendment or supplement (including any express or implied waiver, however arising) to, any of the agreements, documents or instruments used by me to form the basis of the opinions expressed below; and (iii) there are and have been no agreements or understandings among the parties, written or oral, and there is and has been no usage of trade or course of prior dealing among the parties that would, in either case, vary, supplement or qualify the terms of the Developer Basic Documents.

Based upon and subject to the foregoing and the further qualifications set forth below, as of the date of this opinion (or as of the date of any assumption made herein or the date of any certificate or other document stated to have been examined, made or otherwise relied upon by me), I am of the opinion that:

1. The execution and delivery of the Developer Basic Documents do not conflict with or result in the breach of any court decree or order or order of any governmental body known to me to be binding upon or affecting the Neighborhood Improvement Areas #5-7 Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Neighborhood Improvement Areas #5-7 Developer to perform its obligations under the Developer Basic Documents.

2. There are no actions, suits or proceedings pending or threatened against the Neighborhood Improvement Area #5 Developer or otherwise known to me in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Developer Basic Documents to which it is a party; (iii) the validity or enforceability against it of such Developer Basic Documents or the transactions described therein; (iv) the titles of the parties executing the Developer Basic Documents; (v) the execution and delivery of the Developer Basic Documents on behalf of the Neighborhood Improvement Areas #5-7 Developer; (vi) the operations or financial condition of the Neighborhood Improvement Areas #5-7 Developer that would materially adversely affect those operations or the financial condition of the Neighborhood Improvement Areas #5-7 Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum, the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

This opinion is limited to the laws of the United States of America having effect on the date hereof and the laws of the State of Ohio. Accordingly, I express no opinion as to the laws of any other jurisdiction. To the extent this opinion relates to the laws of any state or commonwealth other than the State of Ohio, I have assumed, with your consent, that the laws of such state or commonwealth are the same in all material respects as those of the State of Ohio. The opinions expressed herein are solely for the benefit of the addressees in connection with the Developer Basic Documents. This opinion is delivered on the condition and understanding that: (i) this opinion speaks only as of its effective date, (ii) opinion and examination standards may change, (iii) I have no responsibility or obligation to update this letter, to

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

consider its applicability or correctness to any person or entity other than its addressee(s), or to take into account changes in law, facts or any other developments of which I may later become aware and (iv) I will have made no examination of law or of factual matters in connection with such reliance. This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

MacDonald W. Taylor
Corporate Counsel

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX D-4

LETTERHEAD OF VORYS, SATER, SEYMOUR AND PEASE LLP.

NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER'S SPECIAL COUNSEL

October 5, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

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

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Ladies & Gentlemen:

We have served as special counsel for M/I Homes of DFW, LLC, a Delaware limited liability company, (the "Neighborhood Improvement Areas #5-7 Developer") in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $6,463,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "Bonds"), pursuant to that certain Indenture of Trust dated as of October 1, 2022 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the fifth phase ("Neighborhood Improvement Area #5") of the development known as "Wells South" located in the City and in the Wells South Public Improvement District (the "District").

The Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated September 13, 2022 (the "Bond Purchase Agreement"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(i) the Development and Easement Agreement effective as of September 1, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Lilyana POD Phases, LLC, (the "Original Neighborhood Improvement Areas 5-7 Developer");

(ii) the Contract of Sale dated as of July 6, 2021 executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021, as assigned to the Original Neighborhood Improvement Areas #5-7 Developer on September 1, 2021;

(iii) the Transaction Services Agreement dated September 1, 2021 between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC;

(iv) the Developer Letter of Representations executed by the Neighborhood Improvement Areas #5-7 Developer as of September 13, 2022;

(v) the Continuing Disclosure Agreement of Developer with respect to the Bonds dated as of October 1, 2022, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

(vi) the Certificate of Formation of the Neighborhood Improvement Areas #-7 Developer dated [_____] and certified by the Secretary of State of the State of Delaware on [_____], 2022;

(vii) the Limited Liability Company Agreement of the Neighborhood Improvement Areas #5-7 Developer, dated [_____];

(viii) the Written Consent of the Sole Member of the Neighborhood Improvement Areas #5-7 Developer;

(ix) a Certificate from the Secretary of State of the State of Delaware listed on Exhibit A indicating that the Neighborhood Improvement Areas #5-7 Developer is in existence in the State of Delaware (the "Delaware Good Standing Certificate");

(x) a Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on Exhibit A, that indicates "active" status for the Neighborhood Improvement Areas #5-7 Developer as of the date and time thereof; and

(xi) a certificate of the Neighborhood Improvement Areas #5-7 Developer in support of certain factual matters, dated as of the date hereof (the "Officer's Certificate").

The documents referred to in clauses (i) through (iii) above are collectively referred to as the "Purchase and Development Documents". The documents referred to in clauses (i) through (v) above are collectively referred to as the "Developer Basic Documents". The documents referred to in clauses (vi) through (ix) are collectively referred to as the "NIAs #5-7 Developer Organizational Documents". In

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

addition, we have examined such other certificates, documents, instruments, laws, statutes, ordinances, regulations and other matters as we have deemed necessary and advisable in order to render the following opinions.

As used herein, the phrases, "requisite limited liability company power and authority" and "duly authorized by all necessary limited liability company action", refer and are limited to, the Delaware Limited Liability Company Act (Del. C. Title 6, Chapter 18), as set forth in the standard statutory compilations as of the date hereof and without reference to case law or other secondary sources (the "Delaware LLC Act") and the NIAs #5-7 Developer Organizational Documents.

As used herein, the term "Applicable Laws" shall mean those laws, rules and regulations of the State of Delaware as in effect on the date hereof, which, in our experience are normally applicable to financing transactions of the type contemplated by the Developer Basic Documents, without our having made any special investigation as to the applicability of any specific law, rule or regulation, and which are not the subject of a specific opinion herein referring expressly to a particular law or laws, and the Delaware LLC Act. The term "Governmental Approval" means any consent, approval, authorization, or registration with any governmental authority, entity or agency pursuant to the Applicable Laws. We note that we are not licensed to practice law in the State of Delaware.

In rendering our opinions, we have, with your permission, made the following assumptions, without independent investigation or verification:

(i) Except to the extent expressly set forth in the opinions below with respect to the Neighborhood Improvement Areas #5-7 Developer, (a) each of the Developer Basic Documents has been duly authorized by, has been duly executed and delivered by, all of the parties to each Developer Basic Documents, (b) all signatories to each of the Developer Basic Documents have been duly authorized, (c) all of the parties to the Developer Basic Documents are duly organized and validly existing, and have the power and authority to execute, deliver and perform the Developer Basic Documents, (d) all of the parties are qualified to do business in each jurisdiction where such qualification is required and (e) the Neighborhood Improvement Areas #5-7 Developer has complied with all aspects of the laws of all jurisdictions other than Delaware in connection with the transactions contemplated by the Developer Basic Documents;

(ii) All (a) natural persons have legal capacity, (b) signatures are genuine, (c) documents submitted to us as originals or copies are authentic, and (d) documents submitted to us as copies conform to the original documents; and

(iii) Each of the Developer Basic Documents constitute the legal, valid and binding obligations of the parties thereto enforceable in accordance with its terms.

We assume further that: (i) there has been no mutual mistake of fact, or misunderstanding or fraud, duress or undue influence in connection with the negotiation, delivery and execution of the Developer Basic Documents; (ii) there has been no oral modification of, or amendment or supplement (including any express or implied waiver, however arising) to, any of the agreements, documents or instruments used by us to form the basis of the opinions expressed below; and (iii) there are and have been no agreements or understandings among the parties, written or oral, and there is and has been no usage of trade or course of prior dealing among the parties that would, in either case, vary, supplement or qualify the terms of the Developer Basic Documents.

As to the facts upon which this opinion is based, including, without limitation, the completeness of the NIAs #5-7 Developer Organizational Documents furnished to us for our examination,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

we have relied upon certificates of public officials, the Officer's Certificate and the representations and warranties made in the Developer Basic Documents, and we have assumed in this regard the truthfulness of such representations. We have not independently established the facts so relied on. In addition, in rendering the opinion set forth in paragraph 1 below regarding the valid existence and good standing of the Neighborhood Improvement Areas #5-7 Developer, we are relying solely upon those NIAs #5-7 Developer Organizational Documents that are currently on file with the Secretary of State of the State of Delaware and have been certified by such office, and the Delaware Good Standing Certificate.

Based upon and subject to the foregoing and the further qualifications set forth below, as of the date of this opinion (or as of the date of any assumption made herein or the date of any certificate or other document stated to have been examined, made or otherwise relied upon by us), we are of the opinion that:

1. Based solely upon the Delaware Good Standing Certificate, the Neighborhood Improvement Areas #5-7 Developer is a limited liability company, validly existing and in good standing under the laws of the State of Delaware.

2. The Neighborhood Improvement Areas #5-7 Developer has the requisite limited liability company power and authority to execute and deliver, and perform its obligations under, the Developer Basic Documents.

3. The execution, delivery and performance by the Neighborhood Improvement Areas #5-7 Developer of the Developer Basic Documents to which it is a party have been duly authorized by all necessary limited liability company action of the Neighborhood Improvement Areas #5-7 Developer.

4. The execution and delivery by the Neighborhood Improvement Areas #5-7 Developer of the Developer Basic Documents to which it is a party and the performance by the Neighborhood Improvement Areas #5-7 Developer of its obligations thereunder will not, (i) result in any violation of the provisions of the NIAs #5-7 Developer Organizational Documents or (ii) result in the violation by the Neighborhood Improvement Areas #5-7 Developer of any Applicable Laws applicable to for profit entities generally.

5. No Governmental Approval or filing is required for the execution or delivery by the Neighborhood Improvement Areas #5-7 Developer of, or the performance of their obligations under, the Purchase and Development Documents except for such consents, approvals, authorizations, filings or other actions as may be required pursuant to the express terms of the Purchase and Development Documents, including, without limitation, covenants to comply with Applicable Laws.

6. The Neighborhood Improvement Areas #5-7 Developer has duly executed and delivered the Developer Basic Documents.

7. The execution and delivery of the Developer Basic Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement or other instrument identified to us in the Officer's Certificate by the Neighborhood Improvement Areas #5-7 Developer and to which the Neighborhood Improvement Areas #5-7 Developer is a party or otherwise subject (collectively, the "Material Documents"), which violation, breach or default would materially adversely affect the Neighborhood Improvement Areas #5-7 Developer or its performance of its obligations described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

any property or assets of the Neighborhood Improvement Areas #5-7 Developer, except as expressly described in the Developer Basic Documents (a) under Applicable Law or (b) under any such Material Document.

The foregoing opinions are subject to the following exceptions, assumptions, qualifications and limitations:

(a) All of our opinions are subject to the limitations, if any, of Title 11, U.S.C., as amended, and of any applicable insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by principles of equity (including, without limitation, those which may be expressed in terms of the public policies of the State of Delaware). In addition, certain remedial and other provisions of the Developer Basic Documents may be limited by (i) implied covenants of good faith, fair dealing and commercially reasonable conduct and (ii) judicial discretion, in the instance of multiple or equitable remedies.

(b) We express no opinion as to (i) title or ownership of property or the interests in any property described in the Developer Basic Documents or (ii) the creation, attachment, validity or priority of any lien, security interest or other encumbrance.

(c) Our opinions expressed herein are based upon our review of those statutes and regulations that, in our experience, are normally applicable to transactions of the type provided for in the Developer Basic Documents, but without having made any review of any other statutes or regulations. Further, we have not conducted requisite factual or legal examinations, and accordingly we express no opinion, with respect to the application, if any, of laws concerning or promulgated by (i) environmental effects or agencies; (ii) fraudulent dispositions or obligations; (iii) securities laws; (iv) political subdivisions of the State of Delaware; (v) any order of any court or other authority directed specifically to any party to the Developer Basic Documents of which we do not have knowledge; (vi) any taxes or tax effects; (vii) subdivision, use, building, zoning and planning, air quality, flood hazard or health and safety; (viii) industries of which the operations, financial affairs or profits are regulated by the State of Delaware or by the United States (for example, banks and thrifts institutions); (ix) racketeer influenced and corrupt organizations (RICO) statutes; (x) utility regulation; (xi) antitrust or unfair competition laws; or (xii) restrictions attendant to financings of property by public authorities, for example, industrial revenue bond financings.

(d) Whenever any matter is indicated to be based on our knowledge, we are referring to the actual knowledge of the individual Vorys, Sater, Seymour and Pease LLP attorneys who rendered substantive legal services to the Neighborhood Improvement Area #5 Developer in connection with the transactions contemplated by the Developer Basic Documents, which such knowledge has been obtained by the attorneys in such capacity. We have relied solely upon the examinations and inquiries recited herein and we have not undertaken any other independent investigation to determine the existence or absence of any facts, and no inference as to our knowledge concerning such facts should be drawn. Without limiting the generality of the foregoing, we have made no examination of the character, organization, activities, or authority of the parties to the Developer Basic Documents, except the Neighborhood Improvement Areas #5-7 Developer, which might have any effect upon our opinions expressed herein, and we have neither examined, nor do we opine upon, any provision or matter to the extent the examination or opinion would require a financial, mathematical or accounting calculation or determination.

(e) We express no opinion as to (i) state or federal laws or regulations applicable to the subject transactions because of legal or regulatory status of any of the parties to the Developer Basic Documents or the legal or regulatory status of any of their affiliates, (ii) the effect or application, if any, of any federal or state law, regulations or official guidance related thereto concerning swaps or other derivative

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

transactions or any guarantees relating to swaps or other derivative transactions, including, without limitation, any such law, regulation or official guidance enacted, promulgated or delivered pursuant to The Dodd-Frank Wall Street Reform and Consumer Protection Act, and (iii) any agreement, device or arrangement pertaining to swaps or other derivative transactions, including any ISDA Master Agreement, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder.

This opinion is limited to the Applicable Laws having effect on the date hereof. The opinions expressed herein are solely for the benefit of the addressees in connection with the Developer Basic Documents. This opinion is delivered on the condition and understanding that: (i) this opinion speaks only as of its effective date, (ii) opinion and examination standards may change, (iii) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to any person or entity other than its addressee(s), or to take into account changes in law, facts or any other developments of which we may later become aware and (iv) we will have made no examination of law or of factual matters in connection with such reliance. This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

VORYS, SATER, SEYMOUR AND PEASE LLP

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX D-5

LETTERHEAD OF HAYNES AND BOONE, LLP
NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER'S COUNSEL

October 5, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

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

Vorys, Sater, Seymour and Pease LLP
909 Fannin Street, Suite 2700
Houston, Texas 77010

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$6,463,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

Ladies and Gentlemen:

We have served as Counsel for M/I Homes of DFW, LLC, a Delaware limited liability company, (the "***Neighborhood Improvement Areas #5-7 Developer***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $6,463,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "***Bonds***"), pursuant to that certain Indenture of Trust dated as of October 1, 2022 (the "***Indenture***"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "***Trustee***"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the fifth phase ("***Improvement Area #5***") of the development known as "Wells South" located in the City and in the Wells South Public Improvement District (the "***District***").

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated September 13, 2022 (the "***Bond Purchase Agreement***"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

Assumptions and Bases for Opinions and Assurances

In our capacity as Counsel for the Neighborhood Improvement Areas #5-7 Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the Development and Easement Agreement dated as of September _, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Lilyana POD Phases, LLC (the "***Original Phases 5-7 Developer***");

(2) the Contract of Sale dated as of July 6, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021, as assigned to the Original Neighborhood Improvement Areas #5-7 Developer on September 1, 2021;

(3) the Transaction Services Agreement dated September 2, 2021, between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC;

(4) the Developer Letter of Representations executed by the Neighborhood Improvement Areas #5-7 Developer as of September 13, 2022; and

(5) the Continuing Disclosure Agreement of the Developer with respect to the Bonds dated as of October 1, 2022, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

(b) The Preliminary Limited Offering Memorandum, dated _____, 2022, relating to the issuance of the Bonds (the "***Preliminary Limited Offering Memorandum"***);

(c) The final Limited Offering Memorandum, dated ____, 2022, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "***Limited Offering Memorandum***"); and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(d) Such other documents, records, agreements, and certificates of Neighborhood Improvement Areas #5-7 Developer and its constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the Material Documents, we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

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

1. Assuming the due execution and delivery of the Material Documents to which the Neighborhood Improvement Areas #5-7 Developer is a party, the Material Documents constitute the legal, valid, and binding obligations of the Neighborhood Improvement Areas #5-7 Developer, enforceable against the Neighborhood Improvement Areas #5-7 Developer in accordance with its terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

2. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "***PLAN OF FINANCE – Home Construction in Neighborhood Improvement Area #5***" and "— Additional Obligations," "***THE NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS,***" "***THE DEVELOPMENT – Development Plan – Neighborhood Improvement Area #5 and the Future Neighborhood Improvement Areas,***" and "***THE DEVELOPERS – Description of the Developers – Neighborhood Improvement Areas #5-7 Developer,***" and, to the best of our knowledge, under the captions "***BONDHOLDERS' RISKS***" (only as it pertains to the Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Area #5 Improvements and Improvement Area #5 of the Development), "***LEGAL MATTERS – Litigation – The Neighborhood Improvement Areas #5-7 Developer***," "***CONTINUING DISCLOSURE – The Neighborhood Improvement Areas #5-7 Developer***" and "***—the Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings," and "Appendix E-2"*** adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

In addition, based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the City and its counsel, and with representatives of the Neighborhood Improvement Areas #5-7 Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of June 8, 2021, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

Very truly yours,

Haynes and Boone, LLP

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT E-1

CLOSING CERTIFICATE OF HILLWOOD DEVELOPER ENTITIES

Celina Development, LLC, a Texas limited liability company (the "Master Developer"), Lilyana Pod Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer") and HWC Development Management Services, L.P., a Texas limited partnership (the "Neighborhood Improvement Areas #5-7 Fee Developer," and together with the Master Developer and the Original Neighborhood Improvement Areas #5-7 Developer referred to collectively as the "Hillwood Developer Entities"), DO HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

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

2. The Original Neighborhood Improvement Areas #5-7 Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

3. The Neighborhood Improvement Areas #5-7 Fee Developer is a Texas limited partnership organized, and validly existing under the laws of the State of Texas.

4. Representatives of the Hillwood Developer Entities have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $6,463,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated _____, 2022 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated _____, 2022 (the "Limited Offering Memorandum").

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

6. The Hillwood Developer Entities have delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State for each of the Hillwood Developer Entities and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for each of the Hillwood Developer Entities.

7. The Hillwood Developer Entities have executed and delivered each of the below listed documents (individually, a "Hillwood Developer Entities Document" and collectively, the "Hillwood Developer Entities Documents") in the capacity provided for in each such Hillwood Developer Entities Document, and each such Hillwood Developer Entities Document constitutes a valid and binding obligation of each of the Hillwood Developer Entities, as applicable,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

enforceable against each of the respective Hillwood Developer Entities in accordance with its terms:

(a) the Developer Letter of Representations, dated September 13, 2022;

(b) the *Amended and Restated Development Agreement (Wells South Tract)* effective as of April 28, 2015, by and between the City and The George White Family Limited Partnership approved by the City Council on September 8, 2015 and recorded in the real property records of the County as Document No. 20151123001468610 on November 23, 2015; and, as assigned by that certain *Assignment and Assumption of Celina Development Agreement (Wells South)* effective as of January 5, 2016 by and between The George White Family Limited Partnership and Master Developer and recorded in the real property records of the County as Document No. 20160321000333010 on March 21, 2016; and, as amended by that certain *First Amendment to Amended and Restated Development Agreement (Wells South Tract)*, effective as of February 13, 2018, by and between the City and Master Developer and approved by the City Council on February 13, 2018 and recorded in the real property records of the County as Document No. 20180511000580740 on May 11, 2018 (the "City Development Agreement"); and

(c) the *PID Reimbursement Agreement – Wells South* effective December 7, 2015 executed and delivered by the City and the Master Developer (the "Reimbursement Agreement"); and

(d) the *Contract of Sale* dated July 6, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer, as successor in interest to the Master Developer, and M/I Homes of DFW, LLC, a Delaware limited liability company, (the "Neighborhood Improvement Areas #5-7 Developer"), as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021; and

(e) the *Development and Easement Agreement*, dated September 1, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

(f) the *Transaction Services Agreement*, dated September 1, 2021, between the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer.

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

9. The Hillwood Developer Entities have complied in all material respects with all of the Hillwood Developer Entities' respective agreements and covenants and satisfied all conditions required to be complied with or satisfied by each of the Hillwood Developer Entities, as applicable, under the Hillwood Developer Entities Documents on or prior to the date hereof.

10. The execution and delivery of the Hillwood Developer Entities Documents by the applicable Hillwood Developer Entities do not violate any judgment, order, writ, injunction or decree binding on the respective Hillwood Developer Entities or any indenture, agreement, or other

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

11. The Hillwood Developer Entities have reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except under the subcaptions "— Prior Bond Issuances," "— The Bonds" and the last two paragraphs under the subcaption "—Additional Obligations") "THE NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS" (except for the information under the subcaption "— Description of the Neighborhood Improvement Areas #5-7 Developer"), and, to the Hillwood Developer Entities' knowledge after due inquiry, under the subcaptions "BONDHOLDERS' RISKS" (only as it pertains to the Master Developer, the Neighborhood Improvement Area #5 Improvements, and the Development), and "LEGAL MATTERS — Litigation — The Master Developer," and "APPENDIX F" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

12. The Hillwood Developer Entities have reviewed and approved the information contained in the Hillwood Developer Entities Disclosures in the Limited Offering Memorandum and certify that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

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

14. The Hillwood Developer Entities are not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

15. The levy of Assessments on property in the District owned by the Hillwood Developer Entities will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Hillwood Developer Entities are a party or to which the Hillwood Developer Entities or any of their property or assets are subject.

16. The Hillwood Developer Entities are not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Hillwood Developer Entities' ability to perform their respective obligations under the Hillwood Developer Entity Documents.

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

18. During the term of the PID Reimbursement Agreement and the City Development Agreement, the Hillwood Developer Entities hereby verify that they will not knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), and that each of the Hillwood Developer Entities shall repay the incentives granted herein within 120 days after the date the Hillwood Developer Entities, as applicable, are notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

19. To the extent one or both of the PID Reimbursement Agreement or the City Development Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Master Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not and will not boycott Israel and will not boycott Israel during the terms of the PID Reimbursement Agreement or the City Development Agreement, as applicable. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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.

20. The Master Developer represents that, as of the dates of the PID Reimbursement Agreement and the Development Agreement, to the extent the PID Reimbursement Agreement or the City Development Agreement constitutes a governmental contracts within the meaning of

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 2252.151 of the Texas Government Code, as amended, that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, or other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or Texas law and excludes the Hillwood Developer Entities and each of their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

21. As used in Paragraphs 19 through 20 above, the Master Developer understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Master Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[*Signature page follows.*]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Dated: _____

MASTER DEVELOPER:

CELINA DEVELOPMENT, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

ORIGINAL NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER

LILYANA POD PHASES, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

NEIGHBORHOOD IMPROVEMENT AREA #5 FEE DEVELOPER:

HWC DEVELOPMENT MANAGEMENT SERVICES, L.P.
a Texas limited partnership

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT E-2

CLOSING CERTIFICATE OF THE NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER

M/I Homes of DFW, LLC, a Delaware limited liability company (the "*Neighborhood Improvement Areas #5-7 Developer*"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Neighborhood Improvement Areas #5-7 Developer is a Delaware limited liability company organized, validly existing and in good standing under the laws of the State of Delaware.

2. Representatives of the Neighborhood Improvement Areas #5-7 Developer have provided information to the City of Celina, Texas (the "*City*") and FMSbonds, Inc. (the "*Underwriter*") to be used in connection with the offering by the City of its $6,463,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) (the "*Bonds*"), pursuant to the Preliminary Limited Offering Memorandum, dated August 26, 2022 (the "*Preliminary Limited Offering Memorandum*"), and Limited Offering Memorandum dated September 13, 2022 (the "*Limited Offering Memorandum*").

3. The Neighborhood Improvement Areas #5-7 Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Neighborhood Improvement Areas #5-7 Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Neighborhood Improvement Areas #5-7 Developer has delivered to the Underwriter and the City a [(i) Certificate of Good Standing from the Delaware Secretary of State, (ii) Certificate of _____ from the Texas Comptroller of Pubic Accounts that the Neighborhood Improvement Areas #5-7 Developer is registered to do business in the State of Texas and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Neighborhood Improvement Areas #5-7 Developer has executed and delivered each of the below listed documents (individually, a "*Neighborhood Improvement Areas #5-7 Developer Document*" and collectively, the "*Neighborhood Improvement Areas #5-7 Developer Documents*") in the capacity provided for in each such Neighborhood Improvement Areas #5-7 Developer Document, and each such Neighborhood Improvement Areas #5-7 Developer Document constitutes a valid and binding obligation of the Neighborhood Improvement Areas #5-7 Developer, enforceable against the Neighborhood Improvement Areas #5-7 Developer in accordance with its terms:

(a) that certain Neighborhood Improvement Areas #5-7 Developer Letter of Representations, dated September 13, 2022;

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(b) the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of October 1, 2022, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent;

(c) the Development and Easement Agreement dated as of September 1, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Lilyana POD Phases, LLC (the "Original Phases 5-7 Developer");

(d) the Contract of Sale dated as of July 6, 2021 executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021, as assigned to the Original Phases Neighborhood Improvement Areas #5-7 Developer on September 1, 2021;

(e) the Transaction Services Agreement dated September 2, 2021, between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC.

6. The Neighborhood Improvement Areas #5-7 Developer owned all of the Neighborhood Improvement Area #5 Assessed Property (as defined in the Service and Assessment Plan) located in Neighborhood Improvement Area #5 of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Neighborhood Improvement Areas #5-7 Developer contained in the Neighborhood Improvement Areas #5-7 Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Neighborhood Improvement Areas #5-7 Developer has complied in all material respects with all of the Neighborhood Improvement Areas #5-7 Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Neighborhood Improvement Areas #5-7 Developer under the Neighborhood Improvement Areas #5-7 Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Neighborhood Improvement Areas #5-7 Developer Documents by the Neighborhood Improvement Areas #5-7 Developer does not violate any judgment, order, writ, injunction or decree binding on the Neighborhood Improvement Areas #5-7 Developer or any indenture, agreement, or other instrument to which the Neighborhood Improvement Areas #5-7 Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Neighborhood Improvement Areas #5-7 Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Neighborhood Improvement Areas #5-7 Developer to perform its obligations under the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Neighborhood Improvement Areas #5-7 Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Neighborhood Improvement Areas #5-7 Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE — Home Construction in Neighborhood Improvement Area #5," and "— Additional Obligations,", "THE NEIGHBORHOOD IMPROVEMENT AREA #5 IMPROVEMENTS," "THE DEVELOPMENT — Development Plan – Neighborhood Improvement Area #5 and the Future Neighborhood Improvement Areas," and "— Status of Neighborhood Improvement Area #5" and "THE DEVELOPERS — Description of the Developers – Neighborhood Improvement Areas #5-7 Developer," and "— History and Financing of the District – Sale of Phases 5, 6 and 7 and "— History and Financing of the District — Neighborhood Improvement Area #5 Development Financing," and, to the Neighborhood Improvement Areas #5-7 Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Area #5 Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Neighborhood Improvement Areas #5-7 Developer," "CONTINUING DISCLOSURE — The Neighborhood Improvement Areas #5-7 Developer" and "— The Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings," and "APPENDIX E-2" and certifies that, to the best of its knowledge, the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the date hereof, respecting the Neighborhood Improvement Areas #5-7 Developer and the portion of the Development owned by the Neighborhood Improvement Areas #5-7 Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

11. To the Neighborhood Improvement Areas #5-7 Developer's knowledge, the Neighborhood Improvement Areas #5-7 Developer is in compliance in all material respects with all provisions of applicable law relating to the Neighborhood Improvement Areas #5-7 Developer in connection with Phases 5-7 of the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Neighborhood Improvement Areas #5-7 Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Neighborhood Improvement Areas #5-7 Developer or any portion of Phases 5-7 of the Development that would materially and adversely affect the Neighborhood Improvement Areas #5-7 Developer's ability to complete or cause to be completed the development of Improvement Area #5 or the Future Improvement Areas of the District as described in the Limited Offering Memorandum; and (b) the Neighborhood Improvement Areas #5-7 Developer has no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

12. The Neighborhood Improvement Areas #5-7 Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Special Assessments on property in Neighborhood Improvement Area #5 of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Neighborhood Improvement Areas #5-7 Developer is a party or to which the Neighborhood Improvement Areas #5-7 Developer or any of its property or assets is subject.

14. The Neighborhood Improvement Areas #5-7 Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Neighborhood Improvement Areas #5-7 Developer's ability to perform its obligations under the Neighborhood Improvement Areas #5-7 Developer Documents.

15. The Neighborhood Improvement Areas #5-7 Developer has no knowledge of any physical condition of Phases 5-7 of the Development owned or to be developed by the Neighborhood Improvement Areas #5-7 Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[*Signature page follows.*]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Dated: _____

NEIGHBORHOOD IMPROVEMENT AREAS #5-7
DEVELOPER:

M/I HOMES OF DFW, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX F

LETTERHEAD OF INTEGRA REALTY RESOURCES – DFW

October 5, 2022

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) (the "Bonds")

Ladies and Gentlemen:

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

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated August 26, 2022 and the Limited Offering Memorandum for the Bonds, dated September 13, 2022 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in Neighborhood Improvement Area #5 of the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL — The Appraisal."

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

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

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about October 5, 2022) which would render any such information in the Limited Offering Memorandum

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

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

Sincerely yours,

INTEGRA REALTY RESOURCES – DFW

By: _____
Its: _____

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

APPENDIX G

LETTERHEAD OF MUNICAP, INC.

October 5, 2022

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

U.S. Bank Trust Company
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap", "we" or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Wells South Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated August 26, 2022, and the final Limited Offering Memorandum for the Bonds, dated September 13, 2022 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

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

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about October 5, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of October 1, 2022 (this "Disclosure Agreement") is executed and delivered by and between the City of Celina, Texas (the "Issuer"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)" (the "Bonds"). The Issuer and the Dissemination Agent covenant and agree as follows:

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

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of October 1, 2022, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" shall have the meaning assigned to such term in the Indenture.

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

"Administrator" shall mean the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

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

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

"Annual Issuer Report" shall mean any Annual Issuer Report prepared by the Issuer pursuant to, and as described in, Section 3, containing the information required by Section 4 of this Disclosure Agreement.

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Annual Service Plan Update" shall have the meaning assigned to such term in Section 4(a)(ii) of this Disclosure Agreement.

"Assessed Parcel" means each parcel of land located within Neighborhood Improvement Area #5 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessments" or "Special Assessments" means the aggregate assessments, as shown on the Assessment Roll. The singular of either such term means the assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

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

"Developer" shall mean M/I Homes of DFW, LLC, a Delaware limited liability company, and its successors and assigns.

"Disclosure Agreement of the Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of October 1, 2022, executed and delivered by the Developer and the Dissemination Agent.

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

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

"District" shall mean Wells South Public Improvement District.

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

"Fiscal Year" shall mean the twelve consecutive months beginning on October 1 and ending on September 30, as same may be changed in accordance with section 3 below.

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

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

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

"Neighborhood Improvement Area #5" means the fourth phase to be developed within the District and further identified and depicted in Appendix B-5 in the Service and Assessment Plan.

"Neighborhood Improvement Area #5 Improvements" shall have the meaning assigned to such term in the Indenture.

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

"Owner" shall have the meaning assigned to such term in the Indenture.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

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

"SEC" shall mean the United States Securities and Exchange Commission.

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

"Trustee" shall mean U.S. Bank Trust Company, National Association, Dallas, Texas or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ended September 30, 2022, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer's Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

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

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

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

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

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

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

(C) Any assets and liabilities of the Trust Estate not covered in other responses..

(ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "Annual Service Plan Update"), including any changes to the methodology for levying the Special Assessments. Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Special Assessments levied within Neighborhood Improvement Area #5, such Annual Service Plan Update shall include the number of new homes completed in Neighborhood Improvement Area #5 during such Fiscal Year and the aggregate number of new homes completed within Neighborhood Improvement Area #5 since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2022.

(iii) The individual and aggregate taxable assessed valuation for parcels or lots within Neighborhood Improvement Area #5 based on the most recent certified tax roll available to the Issuer.

(iv) For Neighborhood Improvement Area #5, the total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Special Assessments collected and Special Assessments prepaid during such Fiscal Year.

(v) As of February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year), the total amount of the following with respect to Neighborhood Improvement Area #5:

(A) Annual Installments invoiced,

B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator),

(C) delinquent Annual Installments,

(D) Foreclosure Proceeds collected, and

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

(E) prepaid Special Assessments collected.

(vi) The current or delinquent status of the payment of the Special Assessments for each parcel or lot in Neighborhood Improvement Area #5 as of February 15 of the calendar year immediately succeeding such Fiscal Year.

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

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

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

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

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

SECTION 5. Reporting of Significant Events.

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

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

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

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

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

The Issuer does not intend for any sale by the Developer of real property within Neighborhood Improvement Area #5 in the ordinary course of the Developer's business to be considered a significant event for the purposes of paragraph (10) above.

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

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of additional bonds, if any, under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 5 must be filed with the MSRB.

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

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

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

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

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

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

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

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The Dissemination Agent may resign by providing 30 days prior written notice to the Issuer. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

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

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected as part of the Special Assessments collected from the property owners in Neighborhood Improvement Area #5 of the District against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

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

SECTION 12. Special Assessments Timeline. The basic expected timeline for the collection of Special Assessments and the anticipated procedures for pursuing the collection of

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

delinquent Special Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Special Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

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

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

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

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

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from Special Assessments collected from the property owners in Neighborhood Improvement Area #5 of the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent hereby verifies that the Dissemination Agent, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State 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.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent represents that the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Dissemination Agent, and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent hereby verifies that the Dissemination Agent, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Dissemination Agent hereby verifies that the Dissemination Agent, and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification,

(a) "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification,

(b) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[*Signature pages follow*.]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
City Manager

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project)
Date of Delivery	_____, 20__
CUSIP Nos:	[Insert CUSIP Nos]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of the Issuer dated October 1, 2022 between the Issuer and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
on behalf of the City of Celina, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20___

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

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

Section 4(a)(i)(A)

BONDS OUTSTANDING

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

Section 4(a)(i)(B)

INVESTMENTS

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bond Proceed Balance, if any	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

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

EQUITY

Assets Less Liabilities	_____

OUTSTANDING ASSESSMENTS

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

☐ Audited ☐ Unaudited

ITEMS REQUIRED BY SECTION 4(a)(ii)-(viii)
[Insert a line item for each applicable listing]

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

EXHIBIT C

BASIC TIMELINE FOR SPECIAL ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

		the collection-foreclosure procedure will proceed against all delinquent properties.
March 1	29/30	Trustee pays bond interest payments to bondholders. Reserve Fund payment to Bond Fund may be required if Special Assessments are below approximately 50% collection rate. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service. **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties**. Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	**48/49**	**Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies**. **If any property owner with ownership of property responsible for more than $10,000 of the Special Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Special Assessments.**
April 15	**74/75**	**Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity**. If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections,

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

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

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

Attachment: Draft Bond Ordinance (Wells South #5 - PID Bond Ordinance)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Anthony Satarino, Strategic Services Manager
Date:	September 13, 2022
Re:	Emergency Warning Sirens - Design

Action Requested:
Consider and act to authorize an agreement with TRC Engineers, Inc., for engineering services for the design of Warning Sirens at various locations in an amount not to exceed $34,880.00. (Berry)

Background Information:
Service includes the civil engineering and construction administration for eighteen new emergency warning sirens for various locations throughout the City. Construction will take place in phases once design is complete. The agreement including the fee schedule and timeline are 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 the integrity fund. 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 the Work Authorization

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** November 14, 2017

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:	TRC Engineers, Inc.		
Consultant Project #:	-		
Project Name:	Emergency Sirens		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
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 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:** **See attached Engineering Services Proposal.**
2. **Compensation:** **$34,880**
3. **Timeline:** **60 days (Design Services) from Notice to Proceed.**

Attachment: TRC Work Authorization (Warning Sirens Design)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Justin Thomas Signature
	Justin Thomas, P.E. – DMS Office Practice Leader
Printed Name & Title	Printed Name & Title
	9/6/2022
Date	Date

Attachment: TRC Work Authorization (Warning Sirens Design)

700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

September 6, 2022

Jason Laumer, P.E.
City Manager
City of Celina
142 N. Ohio Street
Celina, TX 75009

Re: Celina - Emergency Sirens
Engineering Services Proposal

Dear Jason:

The City of Celina (City) has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. It is our understanding that the City requires Emergency Sirens at various locations. A preliminary construction cost estimate is attached for the City's use.

Based on the attached Scope of Work, this work would be provided as a task order under the Master Service Agreement (MSA) executed between the City and TRC.

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

Sincerely,

Justin Thomas

Justin Thomas, P.E.
Office Practice Leader
TRC Engineers, Inc.

Attachment: TRC Work Authorization (Warning Sirens Design)

CITY OF CELINA, TEXAS
CELINA EMERGENCY SIRENS
TRC SCOPE OF WORK
SEPTEMBER 6, 2022

TASK 1 – CIVIL ENGINEERING

TRC will attend one site visit for this project to confirm the locations of the existing/proposed emergency sirens, coordinate with the emergency siren vendor, prepare plan sheets showing the locations for the proposed eighteen (18) emergency sirens, including all pertinent standard notes and details. TRC will also provide engineer's opinion of probable construction costs with each submittal. The plans will be submitted to the City for review and approval prior to installation.

Various Locations:

Large Sirens (2-mile Range):

1. Station 1 – 1413 S Preston Road, Celina, TX 75009
2. Station 2 – 1803 Light Farms Way, Celina, TX 75009
3. Station 3 – 6612 Ballenger Aubrey, TX 76227
4. Celina High School – 3455 N Preston Road, Celina, TX 75009
5. Police Station – SW Corner of Punk Carter Blvd and Coit Road, Celina, TX 75009

Small Sirens (2,000-feet Range):

1. O'Dell Elementary School (CISD) – 750 Punk Carter Way, Celina, TX 75009
2. Lykins Elementary School (CISD) – 550 S Utah, Celina, TX 75009
3. GA Moore Middle School (CISD) – 300 E GA Moore Parkway, Celina, TX 75009
4. New Elementary School (CISD) – GA Moore Parkway, Celina, TX 75009
5. Celina High School (CISD) – 3455 N Preston Road, Celina, TX 75009
6. Light Farms Elementary School (PISD) - 1100 Cypress Creek Way, Celina, TX 75009
7. Boyer Elementary School (PISD) – 1616 Montgomery Way, Prosper, TX 75078
8. PISD Elementary #17 (AKA Sutton Fields Elementary) (PISD - future) – 6505 Crutchfield Road, Aubrey, TX 76227
9. Replace downtown siren – 300 W Walnut Street Celina, TX 75009
10. Old Celina Park – 12670 FM428, Celina, TX 75009
11. Senior center near Bobcat Field (old HS football field) – 503 Pecan Street, Celina, TX 75009
12. Sam Johnson Elementary – 4001 Waterview, Celina, TX 75009
13. PISD Elementary #16 – 1300 Marigold, Celina, TX 75009

TASK 2 - CONSTRUCTION ADMINISTRATION

Bidding and Construction Administration - TRC will assist the City in the bid process including preparation of a bid advertisement document, attendance at a pre-bid meeting if necessary, respond to contractor questions, preparation of addenda, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents. After the bidding is

Attachment: TRC Work Authorization (Warning Sirens Design)

completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the City with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at monthly progress meetings (maximum of three) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and City staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

ASSUMPTIONS

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

- Plan documents will be per TRC's and the City's standards.
- The project will be separated and bid publicly up to three (3) separate construction bids/contracts.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- Client will be required to obtain all necessary permits for construction from the City and/or any other regulatory agencies.
- The horizontal plan information will be based off of aerial, GIS, and/or existing plat information. On-the-ground topographic survey will not be provided.
- Profile and vertical elevations of the emergency sirens will not be provided. Only approximate horizontal locations will be shown.
- The emergency siren vendor will supply all appropriate details to include in the plan set for bidding and construction.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Topographic survey.
- Landscape and/or irrigation design.
- Electrical design.
- Construction staking.
- Construction services other that those listed above.
- Continuous construction inspection.
- Detailed title search or title policy.
- Property Appraisals or Acquisition.
- Attendance at or preparation for condemnation hearings.
- Landowner contact or easement negotiations.
- Geotechnical investigation.
- Preparation of preliminary or final plats.
- Easement preparation.
- Environmental or cultural review of Project limits.
- Public outreach meetings.

Attachment: TRC Work Authorization (Warning Sirens Design)

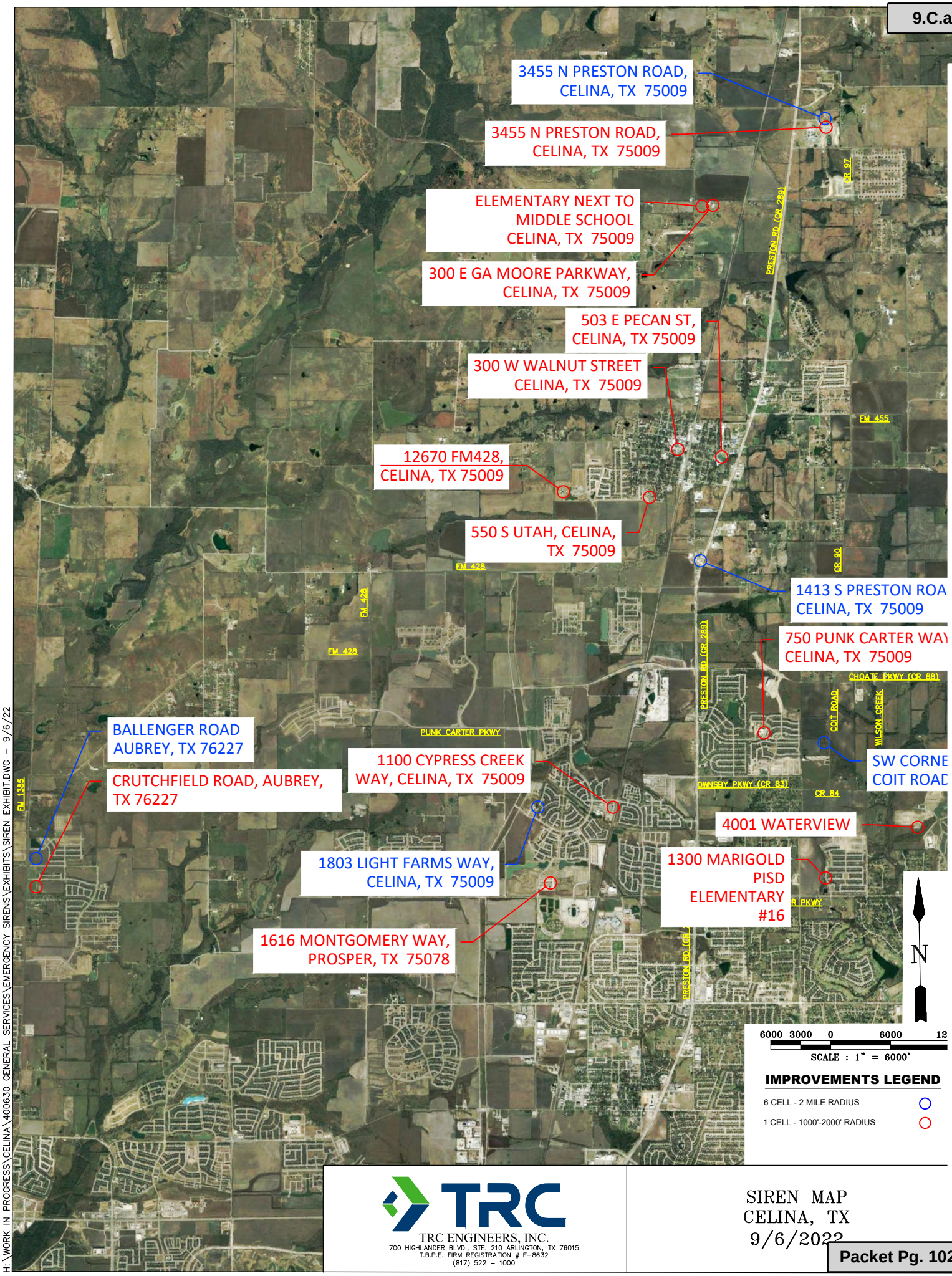
COMPENSATION FOR SERVICES

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

1.	Civil Engineering	$ 29,330
2.	Bidding and Construction Administration	$ 5,550
	TOTAL CONTRACT AMOUNT:	**$ 34,880**

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

Attachment: TRC Work Authorization (Warning Sirens Design)



Attachment: TRC Work Authorization (Warning Sirens Design)

H:\WORK IN PROGRESS\CELINA\400630 GENERAL SERVICES\EMERGENCY SIRENS\EXHIBITS\SIREN EXHIBIT.DWG – 9/6/22

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., STE. 210 ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

SIREN MAP
CELINA, TX
9/6/2022

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Kim Brawner, Assistant City Manager
Date: September 13, 2022
Re: Authorize GMP for RFQ 2021-0082 Law Enforcement Center Phase 1

Action Requested:
Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of the Law Enforcement Center, Phase 1 to Lee Lewis Construction for a guaranteed maximum amount not to exceed $8,015,165.00. (Berry)

Background Information:
On June 7, 2021 Council authorized the award of RFQ 2021-0082 for construction manager at risk (CMAR) services for phase 1 of the Law Enforcement Center project. Design is complete and the bids were issued for earthwork and utilities. Lee Lewis presented the GMP to staff for review. Staff is requesting authorization to begin construction. The contract and GMP Amendment are attached.

Alternatives:
Council may reject the award 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:
Construction Documents have been previously reviewed and approved.

Supporting Documents:
Agreement
Amendment 1 (GMP)

Staff Recommendation:
Authorize GMP for RFQ 2021-0087

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas,** a home rule municipality (Owner) and **Lee Lewis Construction, Inc.** ("Contractor" or "Construction Manager"), to provide construction services to the City of Celina, Texas. This Agreement is effective on **September 13, 2022**, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the **Law Enforcement Center, Phase 1** project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Instruction to Bidders;
    d. Bid form;
    e. Contractor's Response to RFP 2021-0087; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise

Attachment: Agreement - Law Enforcement Center Phase 1 (CMAR - Law Enforcement Center GMP)

ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact:
Address:
Phone #:
Email:

2. Owner's Representative:

Kimberly Brawner
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

_____ Project Executive providing a minimum of ____ % time commitment to the Project(s).

_____ Project Manager providing a minimum of ____ % time commitment to the Project(s).

_____ Project Superintendent providing a minimum of ____ % time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as necessary for the Project including but not limited to the tasks enumerated in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

Attachment: Agreement - Law Enforcement Center Phase 1 (CMAR - Law Enforcement Center GMP)

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES

Attachment: Agreement - Law Enforcement Center Phase 1 (CMAR - Law Enforcement Center GMP)

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Attachment: Agreement - Law Enforcement Center Phase 1 (CMAR - Law Enforcement Center GMP)

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

Attachment: Agreement - Law Enforcement Center Phase 1 (CMAR - Law Enforcement Center GMP)

ARTICLE 10. MISCELLANEOUS

A. Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision 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.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor: _____

_____

_____

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as

Attachment: Agreement - Law Enforcement Center Phase 1 (CMAR - Law Enforcement Center GMP)

part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	Signature
Date: _____	_____
	Printed Name & Title
	Date: _____

Attachment: Agreement - Law Enforcement Center Phase 1 (CMAR - Law Enforcement Center GMP)

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 1 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Lee Lewis Construction, Inc.**, (hereinafter referred to as the "Provider") for **the construction of the Law Enforcement Center, Phase 1**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

1. Article 1 Contract Documents, item 8 add:
    a. Amendment 1: GMP
    b. Schedule
2. Guaranteed Maximum Price: $8,015,165.00

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA	LEE LEWIS CONSTRUCTION
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Attachment: Agreement - Amendment 1 GMP (CMAR - Law Enforcement Center GMP)

Lee Lewis Construction, Inc.
17177 Preston Rd. Ste 160 | Dallas, TX 75248
Office: 972.818.0700 | Fax: 972.818.0706

September 2, 2022

City of Celina
Coit Rd. & Punk Carter Pkwy
Celina, TX 75078

Attn: Ms. Kimberly Brawner
Re: Celina Police – Early Release Package

Ms. Brawner,

Please allow this letter to serve as our request for your acceptance of our Guaranteed Maximum Price. Lee Lewis Construction proposes the GMP construction phase services to complete the base scope of Celina Police Headquarters – Early Release Package for the Guaranteed Maximum Price as listed below per the construction documents prepared by Brinkley Sargent Wiginton Architects.

Total GMP: $ 8,015,165.00

Thank you for this opportunity, should you have any questions, please do not hesitate to contact our office.

Sincerely,

Devin Sherman
Chief Estimator – Vice President

Attachment: Exhibit A-Drawing and Specification List, Exhibit B-GMP Summary, and Exhibit C-Assumptions-Clarifications-Exclusions.

Attachment: Celina Police - Early Release - GMP - 9-2-22 (CMAR - Law Enforcement Center GMP)

Proj:	**Celina Police Station - Early Release Package**	*Bldg Area:*	**38,081**	sf	
Loc:	**Celina, TX. 75078**	*Site Area:*	**1,105,049**	sf	**25.4** Acres
Owner:	**City of Celina**	*Schedule:*	**3**	mo	
Arch:	**Brinkley Sargent Wiglinson**	*ADDENDA ()*			
Bid Date:	**8/16/22**				

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/Sf
Div 1 Costs						0	0.00
	GENERAL CONDITIONS			52,400	116,429	168,829	4.43
	COST OF WORK		49,423			49,423	1.30
	BUILDING PERMIT	BY OWNER	BY OWNER			0	0.00
	TESTING LAB SERVICES	BY OWNER	BY OWNER			0	0.00
	SURVEY AND LAYOUT		65,000			65,000	1.71
						0	0.00
Cont/Allow						0	0.00
						0	0.00
	TRAFFIC CONTROL MEASURES	Pennington Utility Const.	w/Utilities			0	0.00
						0	0.00
Site Costs						0	0.00
						0	0.00
31A	EARTHWORK	4X Industrial	1,347,084			1,347,084	35.37
33A	UTILITIES	Pennington Utility Const.	1,463,321			1,463,321	38.43
						0	0.00
Bldg. Costs						0	0.00
						0	0.00
06A	ROUGH CARPENTRY - ROOF BLOCKING	LLCI	69,070			69,070	1.81
07A	ROOFING	Anchor Roofing	656,615			656,615	17.24
23A	RTU EQUIPMENT	NIC	NIC			0	0.00
23B	HVAC AIR CLEANING EQUIPMENT	NIC	NIC			0	0.00
26A	ELECTRICAL EQUIPMENT	Intex Electric	3,158,786			3,158,786	82.95
						0	0.00
		Owner **OK**	6,809,299	52,400	116,429	6,978,128	183.24
		Percent Cost:	97.6%	0.8%	1.7%		
			LAB BURDEN	35.00%	42.00%	40,750	1.07
			Sales Tax	**EXEMPT**	0.00%	0	0.00
			Sub Total			7,018,878	184.31
			B.R./G.L.			29,711	0.78
			Owner Contingency		5.0%	352,429	9.25
			Contractor Contingency		5.0%	352,429	9.25
			Fee		2.5%	193,836	5.09
					Total	7,947,284	208.69
				P & P Bond (Time Adjusted)		67,881	1.78
				Total With Bond		8,015,165	210.48

Attachment: Celina Police - Early Release - GMP - 9-2-22 (CMAR - Law Enforcement Center GMP)

Proj:	**Celina Police Station - Early Release Package**	*Bldg Area:*	**38,081**	sf	
Loc:	**Celina, TX. 75078**	*Site Area:*	**1,105,049**	sf	**25.4** Acres
Owner:	**City of Celina**	*Schedule:*	**3**	mo	
Arch:	**Brinkley Sargent Wiglinson**	*ADDENDA ()*			
Bid Date:	**8/16/22**				

ALTERNATES

Alt. # 1	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/Sf
1	**REDUCE GENERATOR SIZE TO ACCOMMODATE PHASE 1 ONLY**					0	0.00
	ELECTRICAL	Intex Electric	(377,624)			(377,624)	(0.34)
						0	0.00
						0	0.00
		Owner OK	(377,624)	0	0	(377,624)	(0.34)
		Percent Cost:	100.0%	0.0%	0.0%		
			LAB BURDEN	35.00%	42.00%	0	0.00
			Sales Tax		0.00%	0	0.00
			Sub Total			(377,624)	(0.34)
			B.R./G.L./OPL			(2,882)	(0.00)
			Owner Contingency		5.0%	(19,025)	(0.50)
			Contractor Contingency		5.0%	(19,025)	(0.50)
			Fee		2.5%	(9,513)	(0.01)
					Total	(428,070)	(0.39)
				P & P Bond (Time Adjusted)		(3,656)	
				Total With Bond		(431,726)	

Attachment: Celina Police - Early Release - GMP - 9-2-22 (CMAR - Law Enforcement Center GMP)

Exhibit A

Lee Lewis Construction, Inc.
17177 Preston Rd. Ste 160 | Dallas, TX 75248
Office: 972.818.0700 | Fax: 972.818.0706

Celina Police Headquarters - Early Release Package

INDEX OF DRAWINGS

Sheet	Description	Date	Revision
	CIVIL		
CVR-2	SHEET LIST	7/7/2022	
C0	COVER SHEET	July 2022	**August 2022**
C1	CITY GENERAL NOTES	September 2019	**8/27/2019**
C2	DEMOLITION PLAN	July 2022	**August 2022**
C3	OVERALL SITE PLAN	July 2022	**August 2022**
C4	DETAILED SITE PLAN	July 2022	**August 2022**
C5	OVERALL DIMENSIONAL CONTROL PLAN	July 2022	**August 2022**
C6	DETAILED DIMENTIONAL CONTROL PLAN	July 2022	**August 2022**
C7	OVERALL GRADING PLAN	July 2022	**August 2022**
C8	GRADING PLAN DETAIL SHEET 1	July 2022	**August 2022**
C9	GRADING PLAN DETAIL SHEET 2	July 2022	**August 2022**
C10	EXISTING DRAINAGE AREA MAP	July 2022	**August 2022**
C11	PROPOSED DRAINAGE AREA MAP	July 2022	**August 2022**
C12	PROPOSED DRAINAGE AREA CALCULATIONS	July 2022	**August 2022**
C13	STORM SEWER PLAN	July 2022	**August 2022**
C14	STORM SEWER PLAN	July 2022	**August 2022**
C15	STORM SEWER PROFILE	July 2022	**August 2022**
C16	STORM SEWER PROFILE	July 2022	**August 2022**
C17	STORM SEWER PROFILE & CALCULATIONS	July 2022	**August 2022**
C18	DETENTION PONDS PLAN & PROFILE	July 2022	**August 2022**
C19	DETENTION CALULATIONS	July 2022	**August 2022**
C20	SANITARY SEWER PLAN	July 2022	**August 2022**
C21	SANITARY SEWER PROFILES	July 2022	**August 2022**
C22	SANITARY SEWER PROFILES	July 2022	**August 2022**
C23	WATER PLAN	July 2022	**August 2022**
C24	WATER PROFILES	July 2022	**August 2022**
C25	WATER PROFILES	July 2022	**August 2022**
~~C26~~	~~PAVING PLAN~~	~~July 2022~~	~~**August 2022**~~
C27	EROSION CONTROL PLAN	July 2022	**August 2022**
C28	CITY STANDARD DETAILS	May 2020	
C29	CITY STANDARD DETAILS	June 2021	
C30	CITY STANDARD DETAILS	May 2020	
C31	CITY STANDARD DETAILS	May 2020	
C32	CITY STANDARD DETAILS	September 2019	
C33	CITY STANDARD DETAILS	September 2019	
C34	CITY STANDARD DETAILS	May 2020	
C35	CITY STANDARD DETAILS	May 2020	
C36	CITY STANDARD DETAILS	July 2018	
C37	CITY STANDARD DETAILS	May 2020	
C38	CITY STANDARD DETAILS	June 2021	
C39	CITY STANDARD DETAILS	July 2018	
C40	CITY STANDARD DETAILS	July 2018	
C41	CITY STANDARD DETAILS	September 2019	
C42	CITY STANDARD DETAILS	March 2018	
C43	CITY STANDARD DETAILS	September 2019	
C44	CITY STANDARD DETAILS	September 2019	
C45	CITY STANDARD DETAILS	September 2019	
C46	DETAILS	August 2022	
	ARCHITECTURE		
A290	ROOF PLAN	7/7/2022	
A291	LOW ROOF PLAN & ROOF DETAILS	7/7/2022	
A292	ROOF PLAN & DETAILS - ASSET BUILDING	7/7/2022	
	ELECTRICAL		
E001	ELECTRICAL LEGEND AND NOTES	8/10/2022	
E010	ELECVTRICAL ONE-LINE	8/10/2022	
E010ALT	ALTERNATE ELECTRICAL ONE-LINE	8/10/2022	

Attachment: Celina Police - Early Release - GMP - 9-2-22 (CMAR - Law Enforcement Center GMP)

Exhibit A

INDEX OF DRAWINGS

E012	ELECTRICAL SCHEDULES	8/10/2022	
E013	ELECTRICAL SCHEDULES	8/10/2022	
E014	ELECTRICAL SCHEDULES	8/10/2022	
E015	ELECTRICAL SCHEDULES	8/10/2022	
E016	ELECTRICAL SCHEDULES	8/10/2022	
E017	ELECTRICAL SCHEDULES	8/10/2022	
E102	ENLARGED SITE PLAN	8/10/2022	
E501	ELECTRICAL DETAILS	8/10/2022	
E502	ELECTRICAL DETAILS	8/10/2022	
E503	ELECTRICAL DETAILS	8/10/2022	
MET100	SERVER ROOM	8/10/2022	
	MECHANICAL		
~~M001~~	~~MECHANICAL LEGEND~~	~~7/7/2022~~	**NIC**
~~M003~~	~~MECHANICAL SCHEDULES~~	~~7/7/2022~~	**NIC**

END OF CELINA POLICE - EARLY RELEASE - INDEX OF DRAWINGS

Attachment: Celina Police - Early Release - GMP - 9-2-22 (CMAR - Law Enforcement Center GMP)

Exhibit A

SPECIFICATIONS

	DIVISION 7 - THERMAL AND MOISTURE PROTECTION		
07 41 13	STANDING SEAM METAL ROOF	8/9/2022	
07 54 23	THERMOPLASTIC POLYOLEFIN TPO ROOFING	7/8/2022	**9-Aug**
07 62 00	SHEET METAL FLASHING AND TRIM	7/8/2022	
	DIVISION 23 - HEATING, VENTILLATING AND AIR CONDITIONING (HVAC) *6		
~~23 40 00~~	~~AIR CLEANING~~	~~7/8/2022~~	
~~23 09 00~~	~~PACKAGED ROOFTOP AIR CONDITIONED UNITS~~	~~7/8/2022~~	

ADDENDA

	NONE		

Attachment: Celina Police - Early Release - GMP - 9-2-22 (CMAR - Law Enforcement Center GMP)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Kim Brawner, Assistant City Manager
Date: September 13, 2022
Re: Authorize GMP for RFQ 2022-0125 Senior Center

Action Requested:

Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of the Senior Center to Hill & Wilkinson General Contractors for a guaranteed maximum amount not to exceed $3,705,533.00. (Berry)

Background Information:

On June 7, 2021 Council authorized the award of RFQ 2021-0082 for construction manager at risk (CMAR) services for phase 1 of the Law Enforcement Center project. Design is complete and the bids were issued for earthwork and utilities. Lee Lewis presented the GMP to staff for review. Staff is requesting authorization to begin construction. The contract and GMP Amendment are attached.

Alternatives:

Council may reject the award 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:

Construction Documents have been previously reviewed and approved.

Supporting Documents:

Agreement
Amendment 1 (GMP)

Staff Recommendation:

Authorize GMP for RFQ 2022-0125

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas,** a home rule municipality (Owner) and **Hill & Wilkinson General Contractors** ("Contractor" or "Construction Manager"), to provide construction services to the City of Celina, Texas. This Agreement is effective on **September 13, 2022**, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the **Senior Center** project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Instruction to Bidders;
    d. Bid form;
    e. Contractor's Response to RFP 2022-0125; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise

Attachment: Agreement - Senior Center (CMAR -Senior Center GMP)

ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact:
Address:
Phone #:
Email:

2. Owner's Representative:

Kimberly Brawner
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

_____ Project Executive providing a minimum of ____ % time commitment to the Project(s).

_____ Project Manager providing a minimum of ____ % time commitment to the Project(s).

_____ Project Superintendent providing a minimum of ____ % time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as necessary for the Project including but not limited to the tasks enumerated in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

Attachment: Agreement - Senior Center (CMAR -Senior Center GMP)

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES

Attachment: Agreement - Senior Center (CMAR -Senior Center GMP)

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Attachment: Agreement - Senior Center (CMAR -Senior Center GMP)

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

Attachment: Agreement - Senior Center (CMAR -Senior Center GMP)

ARTICLE 10. MISCELLANEOUS

A. Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision 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.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor: _____

_____

_____

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as

Attachment: Agreement - Senior Center (CMAR -Senior Center GMP)

part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	Signature
Date: _____	_____
	Printed Name & Title
	Date: _____

Attachment: Agreement - Senior Center (CMAR -Senior Center GMP)

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 1 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Hill & Wilkinson General Contractors.**, (hereinafter referred to as the "Contractor/Construction Manager") for **the construction of the Senior Center**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

1. Article 1 Contract Documents, item 8 add:
    a. Amendment 1: GMP
    b. Schedule
2. Guaranteed Maximum Price: $3,705,533.00

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA	LEE LEWIS CONSTRUCTION
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Attachment: Agreement - Amendment 1 GMP (CMAR -Senior Center GMP)

HILL & WILKINSON GENERAL CONTRACTORS

CELINA BOBCAT FIELDHOUSE RENO - SENIOR CENTER
CELINA, TX

August 30, 2022

2703 Telecom Parkway
Suite 120
Richardson, TX 75082
Jason Bietendorf
214-299-4300 Main
214-299-4827 Direct
jasonb@hill-wilkinson.com

LEVEL 1: 5,300
TOTAL BLDG ENCLOSED AREA (SF): 5,300
SITE AREA (AC): 1.5

GMP ESTIMATE #1 - ISSUE FOR BID

	DESCRIPTION			TOTAL	COST / SF
1	DESIGN | ENGINEERING | PRECONSTRUCTION			$ -	$ -
2	SITE PLANNING & LOGISTICS			$ 134,876	$ 25.45
3	DEMOLITION			$ 47,095	$ 8.89
4	CONCRETE			$ 362,000	$ 68.30
5	PRECAST CONCRETE			$ -	$ -
6	MASONRY			$ 39,000	$ 7.36
7	STRUCTURAL & MISCELLANEOUS STEEL			$ -	$ -
8	ROUGH CARPENTRY			$ -	$ -
9	FINISH CARPENTRY			$ 73,925	$ 13.95
10	WATERPROOFING | SEALANTS			$ 34,035	$ 6.42
11	ROOFING			$ -	$ -
12	METAL PANELS			$ 299,477	$ 56.51
13	FIREPROOFING			$ -	$ -
14	DOORS | FRAMES | HARDWARE			$ 43,695	$ 8.24
15	SPECIAL FUNCTION DOORS | DOCK EQUIPMENT			$ -	$ -
16	GLASS | GLAZING			$ 81,875	$ 15.45
17	LOUVERS | VENTS			$ -	$ -
18	DRYWALL | ACOUSTICAL			$ 126,960	$ 23.95
19	PLASTER | EIFS			$ -	$ -
20	FLOORING			$ 46,527	$ 8.78
21	PAINT | WALLCOVERING			$ 30,300	$ 5.72
22	SPECIALTIES			$ 28,947	$ 5.46
23	EQUIPMENT			$ 21,021	$ 3.97
24	FURNISHINGS			$ 4,172	$ 0.79
25	SPECIALTY CONSTRUCTION			$ -	$ -
26	CONVEYING EQUIPMENT			$ -	$ -
27	FIRE SUPPRESSION			$ -	$ -
28	MECHANICAL			$ 320,478	$ 60.47
29	ELECTRICAL			$ 307,500	$ 58.02
30	LOW VOLTAGE SYSTEMS			$ 76,128	$ 14.36
31	EARTHWORK			$ 178,870	$ 33.75
32	SITE SPECIALTIES			$ 29,970	$ 5.65
33	LANDSCAPE | IRRIGATION			$ 87,764	$ 16.56
34	UTILITIES			$ 456,067	$ 86.05
35		SUBTOTAL:		$ 2,830,682	$ 534.09
36	GENERAL CONDITIONS			$ 319,151	$ 60.22
37		SUBTOTAL:		$ 3,149,833	$ 594.31
38	BUILDERS RISK INSURANCE			$ 1,881	$ 0.35
39	LIABILITY / UMBRELLA			$ 34,931	$ 6.59
40	SUBCONTRACTOR DEFAULT INSURANCE			$ 40,437	$ 7.63
41	BUILDING PERMIT ALLOWANCE			Excluded	$ -
42	P & P BOND			$ 37,636	$ 7.10
43		SUBTOTAL:		$ 3,264,718	$ 615.98
44	CONTRACTOR CONTINGENCY		**5.00%**	$ 163,236	$ 30.80
45		SUBTOTAL:		$ 3,427,954	$ 646.78
46	CONTRACTOR FEE		**2.95%**	$ 101,125	$ 19.08
47		SUBTOTAL:		$ 3,529,079	$ 665.86
48	OWNER'S CONTINGENCY		**5.00%**	$ 176,454	$ 33.29
				$ 3,705,533	**$ 699.16**

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

HILL & WILKINSON GENERAL CONTRACTORS

CELINA BOBCAT FIELDHOUSE RENO - SENIOR CENTER
CELINA, TX

August 30, 2022

GMP ESTIMATE #1 - ISSUE FOR BID

QUALIFICATIONS:

1 This Estimate is based on the following documents:
a. 100% CD Issue for Bid set prepared by HED Architects dated August 09, 2022;
b. Project Manual prepared by HED Architects dated August 09, 2022;
c. Geotechnical Engineering Report prepared by Terracon Consultants dated April 15, 2022;
d. Email and Verbal Instruction from Design Team and Owner;
e. Site visits and photos of existing space;
f. The following Qualifications and Exclusions:

2 This Estimate is based on a Notice to Proceed from the City within 30 days from the date of this estimate. Escalation past this timeframe has not been considered.

3 The construction industry is currently experiencing significant impacts from many events stemming from the coronavirus (COVID-19) pandemic and other global events. Such impacts may affect costs, schedules, working conditions, material lead times, and material & manpower availability. We will make every effort to mitigate impacts, but these factors are not within our control. This estimate must be verified immediately prior to entering into an agreement. Escalation costs and schedule impacts related to these events are not included.

4 This Estimate is based on mutually agreeable contract terms.

5 This Estimate is based on a construction duration of - 9 MO

6 It is assumed that the design team's electronic files will be provided to Hill & Wilkinson at no cost for assistance with layout & shop drawings.

7 The Estimate is based on the Documents provided. Code requirements, re-design or drawing coordination is not included.

8 This Estimate assumes that the existing slab is not post tension.

9 Existing plumbing will be cut & capped at slab level.

10 We have included only (1) 4" PVC conduit with (4) conductors for secondary service per Design Team and Celina instruction.

11 This Estimate assumes existing plumbing systems to be tied into can support the new function of the building.

12 Exterior Wall Insulation is included as a R-25 liner system, not a single layer blanket.

13 Roof Insulation is included as R-30 long tab banded system.

14 See Estimate Detail for additional clarifications and assumptions.

EXCLUSIONS:

1 Testing for and abatement of hazardous or contaminated materials, including mold and asbestos (assumed by Owner, if required).
2 Development, impact, roadway use, park and/or prorata fees (assumed by Owner, if required).
3 Utility company charges or fees (assumed paid direct by Owner, if required).
4 Materials testing and inspection (assumed by Owner).
5 HVAC Commissioning. By Owner
6 All taxes.
7 LEED certification (assumed not required).
8 Premium costs for sustainable construction/materials (assumed not required).
9 Utility (water, electrical) consumption costs during construction (assumed paid direct by Owner).
10 Electrical consumption costs during equipment startup (assumed paid direct by Owner).
11 Repairs due to ground movement after substantial completion (subgrade preparation will be performed in accordance with the Bid Documents and Geotechnical Report).
12 Drought damage to landscaping or City delays associated with landscape installation due to watering restrictions.
13 Crack remediation on existing concrete slab.
14 Floor moisture mitigation or remediation.
15 FF&E.
16 3D Modeling for MEP Systems.
17 Standing seam metal roof (all roof & wall panels are included as 26ga R-panels).
18 Detail 13 on Sheet S-501
19 Lighted Bollards. (None Shown)
20 Removing any spray insulation on existing metal building framing.
21 Any frost walls. Detail 12 on Sheet S-501 is included only as 6" reinforced Slab with Standard 8" Base per notes on S-001.
22 Weather Tightness Warranty. This cannot be provided with any R-Panel Roof System.
23 UPS System. Not shown on drawings
24 Cladding/Stamping/Staining any headwalls. (Need more details, color desired / stamp style / cladding style / etc).
25 Security Camera System.
26 Grout Sealer.
27 Rigid Insulation behind masonry.
28 Fire suppression.
29 Lightning protection system.
30 Audio-visual system, including TVs (assumed by others).
31 Start-up fees for City-wide Access Controls system.

ALLOWANCES INCLUDED IN ESTIMATE:

The allowances contained within this estimate include all associated cost (Including, but not limited to labor, materials and shipping unless noted otherwise).

1	Cricket at Connection Between Existing Structure & Vestibule (no details)	$10,000	LS
2	HVAC Test & Balance	$10,000	LS

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

HILL & WILKINSON
GENERAL CONTRACTORS

CELINA BOBCAT FIELDHOUSE RENO - SENIOR CENTER
CELINA, TX

August 30, 2022

2703 Telecom Parkway
Suite 120
Richardson, TX 75082
Jason Bietendorf
214-299-4300 Main
214-299-4827 Direct
jasonb@hill-wilkinson.com

GMP ESTIMATE #1 - ISSUE FOR BID
SIDE-BY-SIDE COMPARISON

	0	0	0	0
	LEVEL 1:	5,300	5,300	0
	TOTAL BLDG ENCLOSED AREA (SF):	**5,300**	**5,300**	**0**
	SITE AREA (AC):	**0.0**	**1.5**	**1.5**

	DESCRIPTION	PREVIOUS EST W/ ALTS 7/15/2022	CURRENT ESTIMATE	VARIANCE FROM ESTIMATE W/ ALTS
1	DESIGN | ENGINEERING | PRECONSTRUCTION	$ -	$ -	$ -
2	SITE PLANNING & LOGISTICS	$ 124,702	$ 134,876	$ 10,174
3	DEMOLITION	$ 56,915	$ 47,095	$ (9,820)
4	CONCRETE	$ 347,555	$ 362,000	$ 14,445
5	PRECAST CONCRETE	$ -	$ -	$ -
6	MASONRY	$ 36,500	$ 39,000	$ 2,500
7	STRUCTURAL & MISCELLANEOUS STEEL	$ -	$ -	$ -
8	ROUGH CARPENTRY	$ -	$ -	$ -
9	FINISH CARPENTRY	$ 73,105	$ 73,925	$ 820
10	WATERPROOFING | SEALANTS	$ 47,660	$ 34,035	$ (13,625)
11	ROOFING	$ -	$ -	$ -
12	METAL PANELS	$ 248,601	$ 299,477	$ 50,876
13	FIREPROOFING	$ -	$ -	$ -
14	DOORS | FRAMES | HARDWARE	$ 45,275	$ 43,695	$ (1,580)
15	SPECIAL FUNCTION DOORS | DOCK EQUIPMENT	$ -	$ -	$ -
16	GLASS | GLAZING	$ 76,351	$ 81,875	$ 5,524
17	LOUVERS | VENTS	$ -	$ -	$ -
18	DRYWALL | ACOUSTICAL	$ 147,866	$ 126,960	$ (20,906)
19	PLASTER | EIFS	$ -	$ -	$ -
20	FLOORING	$ 57,404	$ 46,527	$ (10,877)
21	PAINT | WALLCOVERING	$ 31,700	$ 30,300	$ (1,400)
22	SPECIALTIES	$ 38,256	$ 28,947	$ (9,309)
23	EQUIPMENT	$ 30,000	$ 21,021	$ (8,979)
24	FURNISHINGS	$ 16,512	$ 4,172	$ (12,340)
25	SPECIALTY CONSTRUCTION	$ -	$ -	$ -
26	CONVEYING EQUIPMENT	$ -	$ -	$ -
27	FIRE SUPPRESSION	$ -	$ -	$ -
28	MECHANICAL	$ 359,166	$ 320,478	$ (38,688)
29	ELECTRICAL	$ 290,370	$ 307,500	$ 17,130
30	LOW VOLTAGE SYSTEMS	$ 139,126	$ 76,128	$ (62,998)
31	EARTHWORK	$ 145,532	$ 178,870	$ 33,338
32	SITE SPECIALTIES	$ 9,574	$ 29,970	$ 20,396
33	LANDSCAPE | IRRIGATION	$ 124,004	$ 87,764	$ (36,240)
34	UTILITIES	$ 268,958	$ 456,067	$ 187,109
35	SUBTOTAL:	$ 2,715,132	$ 2,830,682	$ 115,550
36	GENERAL CONDITIONS	$ 287,509	$ 319,151	$ 31,642
37	SUBTOTAL:	$ 3,002,641	$ 3,149,833	$ 737,273
38	BUILDERS RISK INSURANCE	$ 1,594	$ 1,881	$ 287
39	LIABILITY / UMBRELLA	$ 33,306	$ 34,931	$ 1,625
40	SUBCONTRACTOR DEFAULT INSURANCE	$ 38,856	$ 40,437	$ 1,581
41	BUILDING PERMIT ALLOWANCE	Excluded	Excluded	$ -
42	P & P BOND	$ 36,831	$ 37,636	$ 805
43	SUBTOTAL:	$ 3,113,228	$ 3,264,718	$ 151,490
44	CONTRACTOR CONTINGENCY	$ 155,661	$ 163,236	$ 7,575
45	SUBTOTAL:	$ 3,268,889	$ 3,427,954	$ 159,065
46	CONTRACTOR FEE	$ 96,432	$ 101,125	$ 4,693
47	SUBTOTAL:	$ 3,365,321	$ 3,529,079	$ 163,758
48	OWNER'S CONTINGENCY	N/A	$ 176,454	$ 176,454
49	**TOTAL:**	**$ 3,365,321**	**$ 3,705,533**	**$ 340,212**

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

ESTIMATE DETAIL

1	DESCRIPTION	QUANTITY	UNIT	TOTAL
*	**DESIGN | ENGINEERING | PRECONSTRUCTION**			
	SUBTOTAL DESIGN | ENGINEERING | PRECONSTRUCTION			0

2	DESCRIPTION	QUANTITY	UNIT	TOTAL
*	**SITE PLANNING & LOGISTICS**			
	SITE LOGISTICS			
	Construction Fence w/Windscreen	1,750	LF	8,750
	Tire Wash - at Construction Entrance	1	EA	2,500
	Temporary Toilets	9.0	MO	6,264
	Tool Trailer	9.0	MO	8,343
	Utility Bills at Trailer	9.0	MO	4,869
	General Equipment Rental	9.0	MO	9,000
	CLEAN UP			
	Progress Clean Up	39.0	WK	48,360
	Street Sweeper & Fuel - 8' Single Broom	1.0	MO	2,820
	Building Final Clean	5,300	SF	2,120
	Dumpsters	18	LDS	11,700
	PROTECTION			
	Temporary Protection at Building Openings	600	LF	4,800
	Shoring at New Front Entry	1	LS	10,000
	COORDINATION			
	Preconstruction Fee	1	LS	2,500
	Set Controls & Benchmarks	1	LS	2,500
	Verify Layout	1	LS	Included
	Site Survey at Completion of Project	1	LS	1,500
	Locate Utilities - Ground Penetrating Radar	1	LS	2,100
	Jobsite Safety	9.0	MO	6,750
	TESTING & INSPECTION			
	Materials Testing & Inspection Lab	by Owner		by Owner
	SUBTOTAL SITE PLANNING & LOGISTICS			134,876

3	DESCRIPTION	QUAN.	UNIT	TOTAL

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

*	**DEMOLITION**			
	SUBCONTRACTOR:	1	LS	47,095
	ABATEMENT OF HAZARDOUS/CONTAMINATED MATERIALS	by Owner		by Owner
	SITE DEMOLITION	w/Earthwork		w/Earthwork
	SELECTIVE DEMOLITION			
	Cut Opening in Exterior Wall - for New Door/Window Openings (8 Locations)	60	LF	Included
	Remove Existing Millwork/Lockers	367	LF	Included
	Remove Existing Attic Space (existing mezzanine)	5,300	SF	Included
	Remove Doors & Frames	16	EA	Included
	Remove Existing Showers & Accessories	2	RMS	Included
	Remove Existing Toilet Accessories & Partitions	3	RMS	Included
	Remove Interior Partitions	365	LF	Included
	Remove Furring & Finishes on Exterior Wall (to expose existing metal bldg structure & girts)	1	LS	Included
	Remove Floor Finishes	5,300	SF	Included
	Remove Ceilings	5,300	SF	Included
	Remove Existing Plumbing Fixtures & Piping	1	LS	Included
	Remove all HVAC Equipment, Controls, Ductwork, Etc	w/HVAC		w/HVAC
	MISCELLANEOUS			
	Dispose of Debris Off-Site	1	LS	Included
	Protect Existing to Remain	1	LS	Included
	Protect Existing Metal Bleachers & Supports	1	LS	Included
	Protect Existing Benchmarks	2	EA	Included
	Protect Existing Ramp	1	LS	Included
	Protect Existing A/C Unit	1	EA	Included
	Project Existing Sidewalks/Paving	1	LS	Included
	SUBTOTAL DEMOLITION			47,095

4	**DESCRIPTION**	**QUAN.**	**UNIT**	**TOTAL**
*	**CONCRETE**			
	SUBCONTRACTOR:	1	LS	328,300
	BUILDING CONCRETE			
	Foundations			
	Footings F-3.0 - 3'L x 3'W x 1'D	4	EA	Included
	Column Pedestals - 1.5'x1.5'x2'd	2	EA	Included
	Frost Wall - Detail 13/S-501	Excluded		Excluded
	Grade Beams - 2'w x 2'-4"d	120	LF	Included
	Slabs-on-Grade			
	Slab-on-Grade - 5" thick	540	SF	Included
	Vapor Retarder - 15mil	540	SF	Included
	Thickened Edge	1	LS	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

	SITE CONCRETE			
	5" Concrete Paving - 4,000psi	16,600	SF	Included
	6" Concrete Paving - 4,000psi	16,230	SF	Included
	Stamped Concrete Enhancement - Integral Color to Match Caramel	451	SF	Included
	7" Concrete Paving - 4,000psi - Dumpster Enclosure	185	SF	Included
	Concrete Approach	1	EA	Included
	Curbs - Integral with Paving	1,670	LF	Included
	Pump Paving	1	LS	Included
	Backfill Curb	1,670	LF	3,340
	Sidewalks - 4"thick - 4,000psi	5,600	SF	Included
	Repair/Re-work Existing Sidewalks	3,170	SF	25,360
	Barrier Free Ramp	4	EA	Included
	Bollard Base & Fill	2	EA	500
	Light Pole Bases	5	EA	Included
	Equipment Pads for Mechanical Units - 6" thick	3	EA	4,500
	Transformer Pad	Excluded		Excluded
	SUBTOTAL CONCRETE			362,000

5	**DESCRIPTION**	**QUAN.**	**UNIT**	**TOTAL**
*	**PRECAST CONCRETE**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL PRECAST CONCRETE			0

6	**DESCRIPTION**	**QUAN.**	**UNIT**	**TOTAL**
*	**MASONRY**			
	SUBCONTRACTOR:	1	LS	39,000
	STONE VENEER			
	STN-1 Manufactured Thin Stone Veneer Wainscot at Exterior - Coronado Country Rubble	840	SF	Included
	Metal Lath & Mortar	1	LS	Included
	5/8" Cement Board behind Stone Veneer	w/ Drywall		w/ Drywall
	Stone Sill at Wainscot	210	LF	Included
	Sloped Cast Stone Cap w/ Drip Edge at Columns	2	EA	Included
	Metal Flashing - Det 01/A-511	w/ Waterproofing		w/ Waterproofing
	Sample Panel	1	LS	Included
	SUBTOTAL MASONRY			39,000

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

7	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**STRUCTURAL & MISCELLANEOUS STEEL**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL STRUCTURAL & MISCELLANEOUS STEEL			0

8	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**ROUGH CARPENTRY**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL ROUGH CARPENTRY			0

9	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FINISH CARPENTRY**			
	SUBCONTRACTOR:	1	LS	73,925
	PLASTIC LAMINATE CABINETS & COUNTERTOPS			
	Plam Desk at Vestibule 100	5	LF	Included
	Plam Base & Upper Cabinets at Craft 102	22	LF	Included
	Plam Base Cabinets at Kitchenette 107	47	LF	Included
	Plam Upper Cabinets at Kitchenette 107	30	LF	Included
	Plam Towel Cabinet at Mens RR 111	1	EA	Included
	Subtop for Stone Tops	1	LS	Included
	MISCELLANEOUS WOODWORK			
	Chair Rail at Craft Room - Paint PT-8	28	LF	Included
	Chair Rail at Event Space - Paint PT-8	33	LF	Included
	Chair Rail at Fitness Room - Paint PT-8	65	LF	Included
	Ballet Bar in Exercise/Training 103	36	LF	Included
	SOLID SURFACE COUNTERTOPS	1	LS	Included
	SS-1 Solid Surface Countertop at Vestibule 100	5	LF	Included
	SS-1 Solid Surface Countertop & Backsplash at Craft 102	22	LF	Included
	SS-1 Solid Surface Countertop & Backsplash at Kitchenette 107	41	LF	Included
	SS-2,3 Solid Surface Top & Backsplash at Vanities	21	LF	Included
	SUBTOTAL FINISH CARPENTRY			73,925

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

10	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**WATERPROOFING | SEALANTS**			
	SUBCONTRACTOR:	1	LS	34,035
	WATERPROOFING			
	Building Envelope Waterproofing & Sealants	3,450	SF	Included
	SEALANTS			
	Sealants at Paving & Sidewalk Joints	39,066	SF	Included
	Sealants at Stone Veneer Control Joints	1	LS	Included
	Sealants at Cast Stone Joints (Piece-to-Piece)	1	LS	Included
	FLASHING			
	Metal Flashing at Masonry - Det 01/A-511	1	LS	Included
	SUBTOTAL WATERPROOFING | SEALANTS			34,035

11	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**ROOFING**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL ROOFING			0

12	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**METAL PANELS**			
	SUBCONTRACTOR	1	LS	284,077
	METAL PANELS	1	LS	Included
	Demolition:			
	Demo Existing Roof & Exterior Wall Panels to expose structure	9,570	SF	Included
	Existing Building:			
	Metal R-Panel Roof at Existing Structure - 26ga.Galvalum	6,120	SF SLOPE	Included
	Roof Insulation - R-19 + R-11 Blanket Insulation w/ 3/4" Thick x 3" Wide EPS Thermal Blocks	1	LS	Included
	Cricket at Connection Between Existing Structure & Vestibule (2:12 Slope)	1	LS ALLOW	10,000
	Metal R-Panel Exterior Skin at Existing Structure - 26ga. Color: TBD	3,450	SF	Included
	Vinyl-Faced Batt Insulation - R-25 Proliner System	1	LS	Included
	Pre-engineered Sloped Canopies at Exterior Storefronts	8	EA	Included
	Modify Existing PEMB for New Exterior Openings - 4, 5/S-502	7	LOCS	Included
	Demo Portions of Existing PEMB Girts	1	LS	Included
	Tube Steel Framing - HSS4x4x5/16"	1	LS	Included
	Tube Steel Framing - HSS6x4x5/16"	1	LS	Included
	Base Plates & Anchor Bolts	1	LS	Included
	Angle Framing - Detail 5/S-502	1	LS	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Vestibule:			
Metal Bldg Structure	63	SF	Included
Columns & Frames	1	LS	Included
Girts	1	LS	Included
Powder Coating - Black	630	SF SLOPE	Included
Metal R-Panel Roof - 26ga.	630	SF SLOPE	Included
Roof Insulation - R-19 + R-11 Blanket Insulation w/ 3/4" Thick x 3" Wide EPS Thermal Blocks	1	LS	Included
Metal Soffit at Overhang Canopy	360	SF	5,400
Miscellaneous:			
Metal Fascia / Eave Rake	1	LS	Included
Prefin. Metal Gutters	222	LF	Included
Downspouts	120	LF	Included
Flashing at Roof Vent Stack	1	EA	Included
Flash around Mechanical Penetrations in Exterior Façade	1	LS	Included
Install Roof Curb at Exhaust Fan	1	EA	Included
SUBTOTAL METAL PANELS			299,477

13	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FIREPROOFING**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL FIREPROOFING			0

14	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**DOORS | FRAMES | HARDWARE**			
	SUBCONTRACTOR:	1	LS	39,940
	HOLLOW METAL			
	HM Door Frames - Type 1 - 3'x7'	1	EA	Included
	HM Doors - 3'x7'	1	EA	Included
	ALUMINUM FRAMES			
	K.D. Aluminum Door Frames - Type 2 - 2'x7'	1	EA	Included
	K.D. Aluminum Door Frames - Type 2 - 3'x7'	9	EA	Included
	K.D. Aluminum Door Frames - Type 2 - 6'x7'	2	EA	Included
	K.D. Aluminum Door Frames - Type 2 - 5'x7'	1	EA	Included
	WOOD DOORS			
	Flush Wood Doors P-lam 1 - Type A - 3'x7'	11	LVS	Included
	Flush Wood Doors w/ Vision Panel P-lam 1- Type B - 3'x7'	2	LVS	Included
	Flush Wood Doors - Type B - 2.5'x7'	2	LVS	Included
	Wood Doors - Type A - 2'x7'	1	LVS	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

	HARDWARE			
	Door Hardware	17	LVS	Included
	Door Hardware for Aluminum/Glass Storefront Doors	w/Glass		w/Glass
	Access Control Hardware: Spec Section 281000	1	LS	Included
	Access Control Hardware at Double Doors - EL Retraction & Power Supply	4	LVS	Included
	Access Control Hardware at Single Doors - Electric Strikes	2	LVS	Included
	INSTALLATION			
	Install Doors & Hardware	17	LVS	3,755
	Install HM/Alum Frames	w/Drywall		w/Drywall
	SUBTOTAL DOORS | FRAMES | HARDWARE			43,695

15	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**SPECIAL FUNCTION DOORS | DOCK EQUIPMENT**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL SPECIAL FUNCTION DOORS | DOCK EQUIPMENT			0

16	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**GLASS | GLAZING**			
	SUBCONTRACTOR:	1	LS	81,875
	STOREFRONT - EXTERIOR			
	Exterior Storefront System - Types SFG (1 Ea)	55	SF	Included
	Exterior Storefront System - Type SFA (5 Ea)	285	SF	Included
	Exterior Storefront System - Type SFE w/Door (1 Ea)	60	SF	Included
	Exterior Storefront System - Type SFF (1 Ea)	27	SF	Included
	STOREFRONT - INTERIOR			
	Interior Storefront System - Types SFBB (1 Ea)	55	SF	Included
	Interior Storefront System - Type SFAA w/Door (1 Ea)	119	SF	Included
	ALUMINUM/GLASS ENTRANCE DOORS			
	Exterior Aluminum Entrance Doors - 3'x7'	4	LVS	Included
	Interior Storefront Door - 3'x7'	2	LVS	Included
	Door Hardware Per Schedule	6	LVS	Included
	MIRRORS			
	Mirror at Exercise/Training 103 - 8'h	160	SF	Included
	Mirrors at Vanities - 2ea. Metal Channel Framed Glass	73	SF	Included
	MISCELLANEOUS			
	Frames Black Anodized	1	LS	Included
	Sealants	1	LS	Included
	Safety Glass in HM & Wood Doors	2	LVS	Included
	SUBTOTAL GLASS | GLAZING			81,875

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

17	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**LOUVERS | VENTS**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL LOUVERS | VENTS			0

18	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**DRYWALL | ACOUSTICAL**			
	SUBCONTRACTOR:	1	LS	109,772
	DRYWALL			
	2" Semi-Rigid Insulation behind Stone Wainscot at Vestibule	Excluded		Excluded
	Fluid Applied Air Barrier	w/Waterproofing		w/Waterproofing
	Vapor Barrier Liner Fabric between Insulation & Wall Furring at Existing Building	3,450	SF	7,900
	Ext Wall Framing w/ Sheathing, Insulation & Furring at Vestibule (4 sides)	575	SF	Included
	Engineering	1	LS	Included
	5/8" Cement Board behind Masonry	840	SF	3,538
	Metal Stud Framing & Sheathing at Vestibule Columns	2	LOCS	Included
	Interior Partitions & Furring	658	LF TOT	Included
	Wall Type B3 - Gyp 2 Sides, Batt Insulation, to Ceiling	82	LF	Included
	Wall Type B6 - Gyp 2 Sides, Batt Insulation, to Ceiling	20	LF	Included
	Wall Type D3 - Gyp 2 Sides, Batt Insulation, to Deck	142	LF	Included
	Wall Type D6 - Gyp 2 Sides, Batt Insulation, to Deck	53	LF	Included
	Wall Furring Type L2 - Gyp 1 Side, Batt Insulation, to Deck	42	LF	Included
	Wall Furring Type L3 - Gyp 1 Side, Batt Insulation, to Deck	285	LF	Included
	Wall Furring Type L6 - Gyp 1 Side, Batt Insulation, to Deck	12	LF	Included
	Wall Type T3 - Plumbing Chase Walls, Gyp 1 Side	22	LF	Included
	Gyp Board Ceilings & Furdowns	950	SF	Included
	Side Channel at Roller Shades	8	EA	Included
	LAY-IN / SPECIALTY CEILINGS			
	2x4 Lay-in Acoustical Ceiling - Armstrong Altima, White	3,470	SF	Included
	FRP PANELS			
	FRP Panels at Mop Sink	56	SF	750
	MISCELLANEOUS			
	Install HM & Alum Frames in Metal Stud Walls	14	EA	Included
	Install Doors & Hardware	w/Doors		w/Doors
	In-Wall Blocking - at Finish Carpentry	1	LS	Included
	In-Wall Blocking - at Wall Mounted Misc Specialties	1	LS	Included
	Layout for Drywall	1	LS	Included
	Patch/Repair Finishes at Completion	1	LS	5,000
	SUBTOTAL DRYWALL | ACOUSTICAL			126,960

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

19	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**PLASTER | EIFS**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL PLASTER | EIFS			0

20	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FLOORING**			
	SUBCONTRACTOR:	1	LS	40,902
	TILE			
	T-1 Floor Tile - Daltile Woodbridge - 12"x24"	290	SF	Included
	Discontinued - Priced as Vicinity 6"x36"	1	LS	Included
	T-2 Wall Tile - Daltile Annapolic Glazed Ceramic - 6"x16"	650	SF	Included
	T-3 Wall Tile Accent Band	160	LF	Included
	T-4 Wall Tile at Craft 102	Not Shown		Not Shown
	Epoxy Grout	1	LS	Included
	Grout Sealer	Excluded		Excluded
	Moisture Membrane Below Floor Tile	290	SF	Included
	RESILIENT			
	VCT-1 Floor - Tarkett VCT II 12"x12" #504 Copper	280	SF	Included
	LVT-1 Floor - LG Hauseys Pikes Peak 7"x48" Antique Walnut	3,580	SF	Included
	RRF-1 High Performance Recycled Rubber Flooring - Thor Rubber Sports Flooring 4'x25' Roll	740	SF	Included
	RB-1 Rubber Base	880	LF	Included
	MISCELLANEOUS			
	Transitions	1	LS	Included
	Pre-Installation Testing	4,890	SF	Included
	Floor Preparation	5,300	SF	3,180
	Scrape Adhesive	5,300	SF	Included
	Attic Stock	1	LS	Included
	Flooring Protection	4,890	SF	2,445
	SUBTOTAL FLOORING			46,527

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

21	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**PAINT | WALLCOVERING**			
	SUBCONTRACTOR:	1	LS	25,300
	TAPE, BED & PAINT			
	Tape & Bed Gyp Board - Level 4 Finish	1	LS	Included
	Paint HM Door Frame	1	EA	Included
	Paint HM Door	1	LVS	Included
	Paint Exposed Structure at Exercise Room Ceiling	750	SF	Included
	Paint Gyp Board Ceilings & Furdowns	1	LS	Included
	Paint Bollards	2	EA	Included
	Paint Exposed Steel at Exterior	1	LS	Included
	Paint Chair Rail	1	LS	Included
	Paint Accent Walls, Column Furring and Soffits	1	LS	Included
	Paint Touchup	1	LS	5,000
	WALLCOVERINGS	N/A		N/A
	SUBTOTAL PAINT | WALLCOVERING			30,300

22	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**SPECIALTIES**			
	SUBCONTRACTOR:	1	LS	18,447
	SIGNAGE			
	Interior Signage - Code Required Signage	1	LS	1,500
	Exterior Building Signage	By Others		By Others
	VISUAL DISPLAY SURFACES			
	Flat Screen TV's - 80" - 5ea.	By Others		By Others
	TOILET PARTITIONS			
	Toilet Partition - Floor Mounted/Overhead Braced Solid Plastic - Scranton Eclipse	3	EA	Included
	Urinal Screen - Wall Hung - Solid Plastic - Scranton Eclipse	1	EA	Included
	TOILET ACCESSORIES			
	Grab Bar - 36"	2	EA	Included
	Grab Bar - 42"	2	EA	Included
	Toilet Tissue Dispenser - Surface Mount	4	EA	Included
	Toilet Seat Cover Dispenser - Surface Mount	4	EA	Included
	Sanitary Napkin Disposal - Surface Mount	3	EA	Included
	Soap Dispenser - Counter Mount - Manual Pump Healthguard Too Tall	6	EA	Included
	Paper Towel Dispenser/Waste Receptacle - Recess Mount	3	EA	Included
	Mop & Broom Holder w/Shelf	1	EA	Included
	Paper Towel Dispenser at Craft 102 & Kitchenette 107	2	EA	Included
	Soap Dispenser at Craft 102 & Kitchenette 107	2	EA	Included
	WALL PROTECTION			
	CG-1 - Corner Guard - G8 Series GS20 3"x3"x86" Koroguard	16	EA	Included
	Koroguard G8 Series GS20 is Stainless Steel	1	LS	Included
	FIRE EXTINGUISHERS & CABINETS			
	Fire Extinguisher Cabinet w/ Extinguisher	3	EA	Included
	AED Cabinet	1	EA	Included
	MISCELLANEOUS			
	Wire Shelving	36	EA	9,000
	Knox Box - 3200 Series with Recessed Mount	1	EA	Included
	SUBTOTAL SPECIALTIES			28,947

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

23	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**EQUIPMENT**			
	SUBCONTRACTOR:	1	LS	17,021
	APPLIANCES			
	Refrigerator	2	EA	Included
	Oven	2	EA	Included
	Microwave	2	EA	Included
	Dishwasher	1	EA	Included
	Undercounter Ice Maker	1	EA	Included
	Distribute & Uncrate	8	EA	Included
	Installation	8	EA	4,000
	SUBTOTAL EQUIPMENT			21,021

24	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FURNISHINGS**			
	SUBCONTRACTOR:	1	LS	4,172
	WINDOW TREATMENTS			
	Window Treatments at Exterior Storefronts	8	EA	Included
	Manual Roller Shades w/ Blackout Fabric			
	ACOUSTICAL PANELS			
	AFP-1 Fabric Wrapped Acoustical Wall Panels	Excluded		Excluded
	FF&E	Excluded		Excluded
	SUBTOTAL FURNISHINGS			4,172

25	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**SPECIALTY CONSTRUCTION**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL SPECIALTY CONSTRUCTION			0

26	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**CONVEYING EQUIPMENT**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL CONVEYING EQUIPMENT			0

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

27	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FIRE SUPPRESSION**			
	SCOPE OF WORK NOT APPLICABLE OR BY OTHERS			
	SUBTOTAL FIRE SUPPRESSION			0

28	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**MECHANICAL**			
	SUBCONTRACTOR:	1	LS	300,328
	PLUMBING			
	Demolition			
	Cut, Cap & Make-Safe for Demolition	1	LS	Included
	Plumbing Demolition - fixtures, equipment & piping	w/Demo		w/Demo
	Fixtures & Equipment			
	Water Closets - WC-1,2	4	EA	Included
	Urinals - U-1,2	2	EA	Included
	Lavatories - L-1 SS-2 Omnideck Bradley	6	EA	Included
	Electric Drinking Fountain - EDF-1	1	EA	Included
	Mop Sinks - MS-1	1	EA	Included
	Sinks - SK-1,2	2	EA	Included
	Wall Hydrants - WH-1	2	EA	Included
	Ice Wall Box - WB-1	2	EA	Included
	Floor Sinks - FS-1	2	EA	Included
	Floor Drains - FD-1	2	EA	Included
	Wall clean-out - WCO	2	EA	Included
	Floor clean-out - FCO	1	EA	Included
	Grade clean-out - GCO	3	EA	Included
	Electric Water Heater w/ Expansion Tank & Circulation Pump	1	EA	Included
	Water System			
	3/4" CW	1	LS	Included
	3/4" HW	1	LS	Included
	1" CW	1	LS	Included
	1" HW	1	LS	Included
	1-1/2" CW	1	LS	Included
	2" CW - Route Up From Below Slab. Provide Main Iso Valve	1	LS	Included
	Domestic Cold & Hot Water Piping - connect to existing overhead	1	LS	Included
	Waste & Vent System			
	Sanitary & Vent Piping - connect to existing 4" inside bldg Note P2.14 / P2.11	1	LOC	Included
	Sanitary Piping - connect to existing sanitary outside bldg	1	LOC	Included
	Connect Roof Drains to 6" Storm 5' Outside Building - Sch. 40 PVC	1	LS	Included
	Area Drains at New Units	3	EA	Included
	Sawcut, Remove & Replace Slab for Sanitary Piping	1	LS	10,150
	Natural Gas System			
	1" Gas - Connect to Existing (5 PSI)	15	LF	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

HVAC	1	LS	Included
Demolition			
Cut, Cap & Make-Safe for Demolition	1	LS	Included
HVAC Demolition - equipment, ductwork, devices, piping, controls	1	LS	Included
Equipment			
Packaged DX Units - AHU-1,2,3	14	TNS	Included
Fan Coil Unit - FCU-1 (wall-mtd.) Ductless	1	EA	Included
Condensing Unit - CU-1	1	EA	Included
Exhaust Fans - EF-1 (roof-mtd.)	1	EA	Included
HVAC Piping			
Refrigerant Piping	1	LS	Included
1" Condensate Drain Piping to Floor Drains	1	LS	Included
Air Distribution			
Ductwork	1	LS	Included
Air Devices	1	LS	Included
Miscellaneous			
Thermostats	4	EA	Included
6" Concrete Pad w/ Neoprene Vibration Isolators	3	EA	Included
Duct Mounted Smoke Detectors	1	LS	Included
DDC Controls Panel & Monitoring via Niagara 4 BMS	1	LS	Included
Climatec System	1	LS	Included
Test & Balance	1	LS ALLOW	10,000
SUBTOTAL MECHANICAL			320,478

29	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**ELECTRICAL**			
	SUBCONTRACTOR:	1	LS	279,000
	DEMOLITION			
	Cut, Cap & Make-Safe for Demolition	1	LS	Included
	Electrical Demolition - equipment, fixtures, conduit & wire	1	LS	Included
	SITE ELECTRICAL			
	E7.5: Power Company Power Pole	Existing		Existing
	E7.11: New Power Pole & Power	by Utility Co.		by Utility Co.
	E7.4: New Terminal Pole w/ Transformer & Power	by Utility Co.		by Utility Co.
	U/G Conduits for Primary Feeders to Transformer (none shown)	Excluded		Excluded
	Primary Power Feeders to Transformer	by Utility Co.		by Utility Co.
	Site Lighting	1	LS	Included
	Pole Light P1	3	EA	Included
	Pole Light P2	2	EA	Included
	SERVICE & DISTRIBUTION			
	U/G Conduits & Wire for Secondary Service - from transformer E4.01 Detail 2	110	LF MAX	Included
	(1) 4" PVC with (4) 600kcmill per Instruction from Design Team and Celina	1	LS	Included
	GRC90 deg Elbows	1	LS	Included
	Concrete Encased	Excluded		Excluded
	Meter Enclosure & Meters	by Utility Co.		by Utility Co.
	Disconnects	1	LS	Included
	Power Distribution	1	LS	Included
	Switchgear	1	LS	Included
	Surge Protection Device - SPD	1	EA	Included
	Panelboards - L1	1	EA	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

EQUIPMENT POWER			
Power to Equipment	1	LS	Included
Appliances	1	LS	Included
HVAC Equipment	1	LS	Included
Drinking Fountain	1	EA	Included
AED Cabinet	1	EA	Included
BRANCH POWER			
Branch Power & Receptacles	59	EA	Included
GFCIs	27	EA	Included
Floor Boxes	4	EA	Included
LIGHTING			
Light Fixtures	95	EA TOT	Included
Type A/AE - 2x4 recessed	36	EA	Included
Type B9	1	EA	Included
Type B11/B11E	3	EA	Included
Type C/CE	3	EA	Included
Type D,D1,D2,D3,DE	19	EA	Included
Type F	3	EA	Included
Type Pf	3	EA	Included
Type UC	16	EA	Included
Type W/WE	2	EA	Included
Type W1/W1E	2	EA	Included
Type W2E	2	EA	Included
Type X	4	EA	Included
Lighting Control System & Devices	1	LS	Included
CONDUIT FOR LOW-VOLTAGE SYSTEMS			
Fire Alarm Device Rough-In	5,300	SF	Included
Voice/Data Device Rough-In	5,300	SF	Included
Security/Access Control Device Rough-In	5,300	SF	Included
LOW VOLTAGE SYSTEMS			
Fire Alarm System	5,300	SF	23,500
T1.5 (2) 2" Underground Conduits with 1800# Mule Tape	645	LF	Included
T1.10 48"W x 48"L x 48"D Communications Handhole	4	EA	Included
T1.23 (2) 2" Underground Conduits with Pullstring Above Ceiling	80	LF	Included
T1.25 12"W x 12"D x 18"H Wall Mounted Pull Box with (2) 2" Conduit Stub Up	2	EA	Included
T2.10 (2) 1" Conduit from Each Floor Box	60	LF	Included
MISCELLANEOUS			
Sawcutting and Pour Back as Needed	1	LS	5,000
Temp Power & Lights for Construction	5,300	SF	Included
Commissioning of Lighting Controls - per EL2.11	1	LS	Included
SUBTOTAL ELECTRICAL			307,500

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

30	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**LOW VOLTAGE SYSTEMS**			
	SUBCONTRACTOR:	1	LS	76,128
	TECHNOLOGY			
	All Cabling, Telephone/Data per Plans	1	LS	Included
	All Devices per Plans	1	LS	Included
	Equipment Rack - 19"W x 96"H 2-Post	1	EA	Included
	12" Overhead Ladder Rack	1	LS	Included
	3/4" Grade A/C Fire Resistant Plywqood on Wall	1	LS	Included
	ACCESS CONTROL & SECURITY			
	Access Control System	1	LS	Included
	Camera System	Excluded		Excluded
	Burgler Alarm	1	LS	Included
	SUBTOTAL LOW VOLTAGE SYSTEMS			76,128

31	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**EARTHWORK**			
	SUBCONTRACTOR:	1	LS	167,960
	SITE DEMOLITION			
	Sawcut Existing Concrete/Asphalt	1	LS	Included
	Demo Existing Concrete/Asphalt at Entry Drive	220	SF	Included
	Demo Existing Gravel Drive	8,440	SF	Included
	Demo Existing Asphalt Paving	16,310	SF	Included
	Demo Additional Paving at Roundabout - C3	13,060	SF	Included
	Demo Existing Paving/Sidewalks Adjacent to Bldg	830	SF	1,660
	Demo Existing Concrete Sidewalks	820	SF	Included
	Demo Existing Concrete Flume	550	SF	Included
	Remove Existing Bollards at Water Meter	4	EA	Included
	Remove Existing Signs	4	EA	Included
	Demo Existing Chainlink Fence	370	LF	Included
	Demo Sliding Gate	1	EA	Included
	Remove Trees	29	EA	Included
	Tree Protection Fence	1	LS	Included
	EARTHWORK			
	Clear & Grub Site	1.5	ACRES	Included
	Strip & Stockpile Topsoil	1	LS	Included
	Cut & Fill	1	LS	Included
	Pad Prep at Vestibule	1,410	SF	Included
	Scarify & Re-compact subgrade after Demolition	1,410	SF	Included
	Flex Base Cap - 8"deep	35	CY	Included
	Haul-off Excess Spoils	35	CY	Included
	Scarify & Re-Compact Existing Paving Subgrade	3,648	SY	Included
	Excavate/Grade Sidewalks	622	SY	Included
	Re-spread Topsoil	1	LS	Included
	Layout for Earthwork	1	LS	Included
	Water Consumption During Construction - for Earthwork	1	LS	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

EROSION CONTROL			
Environmental Services (SWPPP)	1	LS	9,250
Construction Entrance	1	EA	Included
Silt Fence - per Erosion Control Plan	310	LF	Included
Rock Check Dam	1	EA	Included
Erosion Control Maintenance	9	MO	Included
Remove Construction Entrance	1	EA	Included
Remove Silt Fence	1	LS	Included
LIME STABILIZATION			
Lime Stabilize Paving Subgrade	3,648	SY	Included

SUBTOTAL EARTHWORK 178,870

32	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**SITE SPECIALTIES**			
	SUBCONTRACTOR PAVEMENT MARKINGS:	1	LS	7,970
	SUBCONTRACTOR FENCE:	1	LS	20,800
	PAVEMENT MARKINGS			
	Firelane & Parking Striping	32,830	SF	Included
	New Stop Sign	1	EA	Included
	Crosswalk Striping	1	LS	Included
	Handicap Symbols	7	EA	Included
	Handicap Parking Signs & Posts	7	EA	Included
	Wheelstops	15	EA	Included
	Layout Pavement Markings	1	LS	Included
	Power Wash Paving - assume 32,000 sf / day	1	DAY	1,200
	FENCES			
	8'h Wood Board-on-Board Cedar Fence at Mechanical Yard	75	LF	Included
	Pedestrian Gates	2	EA	Included
	8'h Wood Board-on-Board Cedar Fence at Dumpster Enclosure	42	LF	Included
	Large Swinging Access Gates	2	EA	Included

SUBTOTAL SITE SPECIALTIES 29,970

33	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**LANDSCAPE | IRRIGATION**			
	SUBCONTRACTOR:	1	LS	87,764
	LANDSCAPE	1	LS	Included
	QV2 Trees - Southern Live Oak, 6" Cal.	6	EA	Included
	QH Trees - High Rise Live Oak, 3" Cal., B&B	6	EA	Included
	UC2 Trees - Cedar Elm, 3" Cal., B&B	2	EA	Included
	LS2 Shrub - Sunshine Chinese Privet - 3 Gal	84	EA	Included
	NTP Ornamental Grass - Mexican Feather Grass - 3 Gal	181	EA	Included
	VH Groundcover - Purple Spreader Garden Verbena - 1 Gal	372	EA	Included
	Tree Staking	1	LS	Included
	Bed Prep - Compost	1	LS	Included
	Steel Edging Det 4/L1.02 3/16" x 4" Black	300	LF	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Mulch - Hardwood	1	LS	Included
Fine Grading	1	LS	Included
CD Bermuda Grass Sod	23,857	SF	Included
Import Topsoil	1	LS	Included
Maintenance Until Final Acceptance	1	LS	Included
IRRIGATION	1	LS	Included
Temporary Irrigation per L2.01	1	LS	Included
Irrigation System	1	LS	Included
Water Meter	By Others		By Others
Backflow Preventor	1	EA	Included
Irrigation Sleeves	1	LS	Included

SUBTOTAL LANDSCAPE | IRRIGATION 87,764

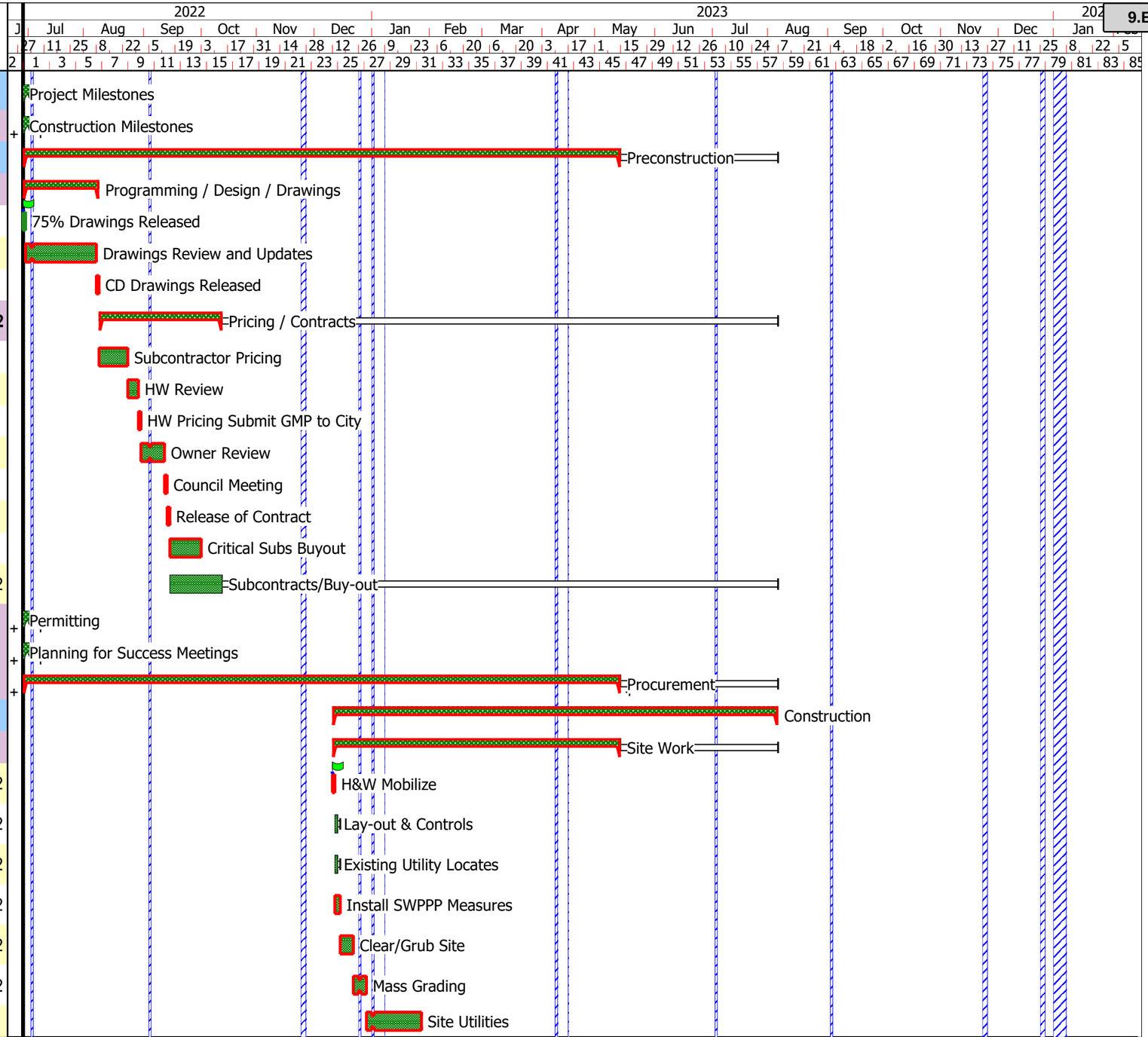
34	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**UTILITIES**			
	SUBCONTRACTOR:	1	LS	448,567
	WATER			
	Adjust Existing Meter Box w/ Traffic Rated Lid	1	EA	Included
	SANITARY	1	LS	Included
	6" PVC	425	LF	Included
	Concrete Encasement per Details	1	LS	7,500
	Cleanout	1	EA	Included
	Connect to Existing Sanitary	1	LS	Included
	Connect to Existing SS Manhole	1	EA	Included
	GAS	Existing		Existing
	STORM			
	Protect Existing Headwalls	1	EA	Included
	Protect Existing Cleanouts, Valves & Hydrants	1	LS	Included
	Remove Existing 15" CMP Piping	3	EA	Included
	Remove Existing 18" RCP	50	LF	Included
	Remove Existing Headwalls	3	EA	Included
	48" Storm	329	LF	Included
	36" Storm	332	LF	Included
	30" Storm	91	LF	Included
	24" Storm	63	LF	Included
	18" Storm	176	LF	Included
	12" Storm	127	LF	Included
	6" Storm	321	LF	Included
	5' Curb Inlet	1	EA	Included
	8' Curb Inlet	1	EA	Included
	48" Type B Headwall	1	EA	Included
	6'x6' Junction Box	2	EA	Included
	No. 24 Catch Basin	1	EA	Included
	No. 48 Catch Basin	1	EA	Included
	30"x24" Wye	1	EA	Included

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

MISCELLANEOUS			
Flexamat or eq.	1	LS	Included
Layout	1	LS	Included
Trench Safety	1	LS	Included
Inspection Fees	Excluded		Excluded
Permit Fees	1	LS	Included
Inlet Protection	1	LS	Included
Haul-off Spoils	1	LS	Included
Mobilization	1	LS	Included
SUBTOTAL UTILITIES			456,067

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Line	Unique task ID	Name	Duration	Start	Finish
1	OVR1000	**Project Milestones**		6/29/2022	6/29/2022
2	M108	**Construction Milestones**		6/29/2022	6/29/2022
3	OVR2000	**Preconstruction**	221d	6/29/2022	5/12/2023
4	OVR2010	**Programming / Design / Drawings**	28d	6/29/2022	8/8/2022
5	PDD1000	75% Drawings Released	1d	6/29/2022 *	6/29/2022
6	PDD1001	Drawings Review and Updates	26d	6/30/2022	8/5/2022
7	PDD1010	CD Drawings Released	1d	8/8/2022	8/8/2022
8	OVR2020	**Pricing / Contracts**	46d	8/9/2022	10/12/2022
9	PC1000	Subcontractor Pricing	11d	8/9/2022	8/23/2022
10	PC1010	HW Review	4d	8/24/2022	8/29/2022
11	PC1020	HW Pricing Submit GMP to City	1d	8/30/2022	8/30/2022
12	PC1030	Owner Review	8d	8/31/2022	9/12/2022
13	PC1040	Council Meeting	1d	9/13/2022	9/13/2022
14	PC1050	Release of Contract	1d	9/14/2022	9/14/2022
15	PC1051	Critical Subs Buyout	12d	9/15/2022	9/30/2022
16	PC1060	Subcontracts/Buy-out	20d	9/15/2022	10/12/2022
17	OVR2030	**Permitting**		6/29/2022	6/29/2022
18	OVR2040	**Planning for Success Meetings**		6/29/2022	6/29/2022
19	OVR2050	**Procurement**	221d	6/29/2022	5/12/2023
20	OVR3000	**Construction**	166d	12/12/2022	8/4/2023
21	OVR3010	**Site Work**	107d	12/12/2022	5/12/2023
22	SW1000	H&W Mobilize	1d	12/12/2022 *	12/12/2022
23	SW1010	Lay-out & Controls	1d	12/13/2022	12/13/2022
24	SW1020	Existing Utility Locates	1d	12/13/2022	12/13/2022
25	SW1030	Install SWPPP Measures	2d	12/13/2022	12/14/2022
26	SW1040	Clear/Grub Site	5d	12/15/2022	12/21/2022
27	SW1050	Mass Grading	4d	12/22/2022	12/28/2022
28	SW1060	Site Utilities	20d	12/29/2022	1/26/2023



Start date:	6/29/2022
Finish date:	8/4/2023
Data date:	6/29/2022
Print date:	8/30/2022
Page:	1 of 6

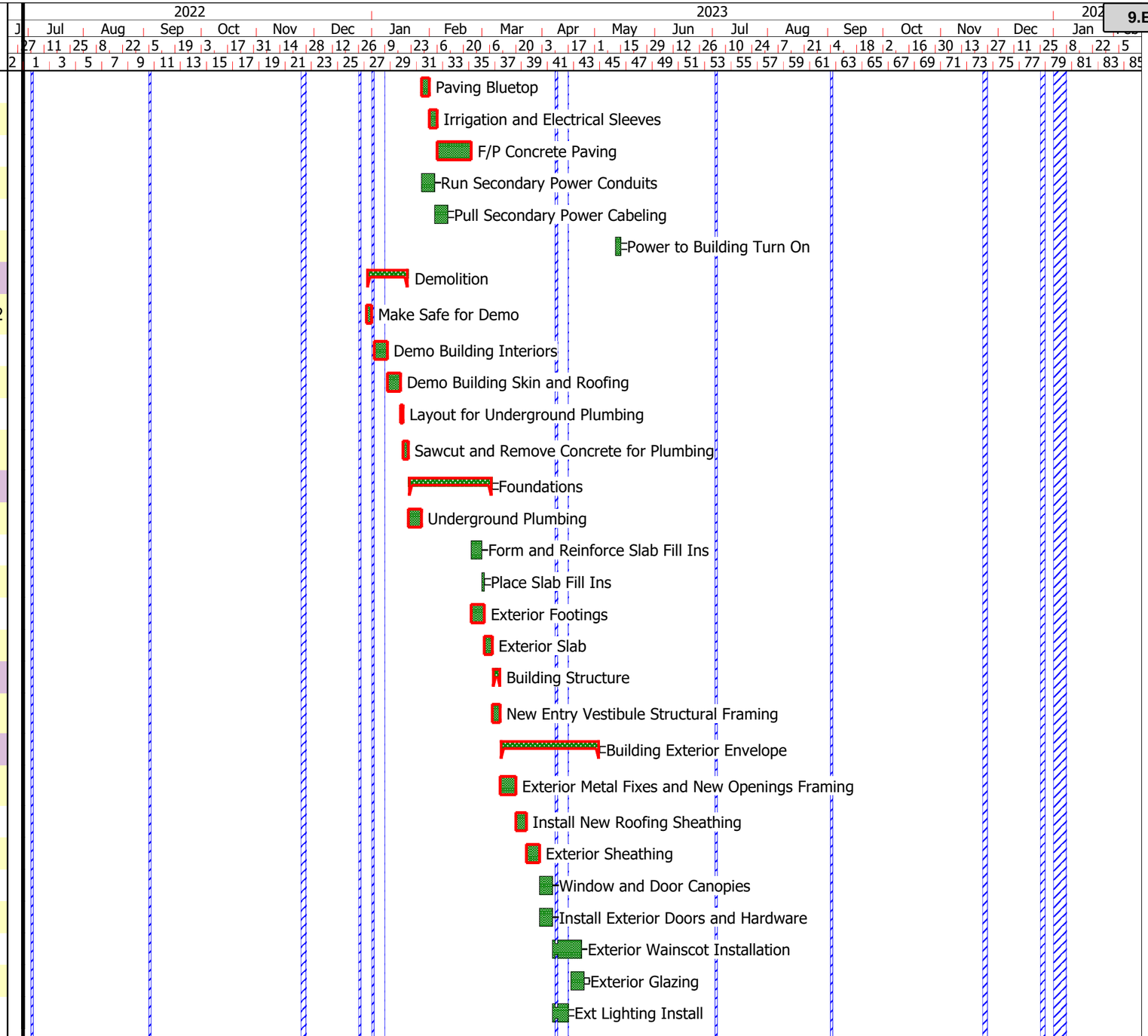
Celina Senior Center

H&W

Hill & Wilkinson General Contractors

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Line	Unique task ID	Name	Duration	Start	Finish
29	SW1070	Paving Bluetop	3d	1/27/2023	1/31/2023
30	SW1080	Irrigation and Electrical Sleeves	3d	2/1/2023	2/3/2023
31	SW1090	F/P Concrete Paving	13d	2/6/2023	2/22/2023
32	SW1091	Run Secondary Power Conduits	5d	1/27/2023	2/2/2023
33	SW1110	Pull Secondary Power Cabeling	5d	2/3/2023	2/9/2023
34	SW1130	Power to Building Turn On	2d	5/11/2023	5/12/2023
35	**OVR3020**	**Demolition**	**15d**	**12/29/2022**	**1/19/2023**
36	1050	Make Safe for Demo	2d	12/29/2022	12/30/2022
37	1060	Demo Building Interiors	5d	1/3/2023	1/9/2023
38	1070	Demo Building Skin and Roofing	5d	1/10/2023	1/16/2023
39	1080	Layout for Underground Plumbing	1d	1/17/2023	1/17/2023
40	1090	Sawcut and Remove Concrete for Plumbing	2d	1/18/2023	1/19/2023
41	**OVR3030**	**Foundations**	**32d**	**1/20/2023**	**3/6/2023**
42	FND1110	Underground Plumbing	5d	1/20/2023	1/26/2023
43	FND1140	Form and Reinforce Slab Fill Ins	4d	2/23/2023	2/28/2023
44	FND1160	Place Slab Fill Ins	1d	3/1/2023	3/1/2023
45	FND1130	Exterior Footings	5d	2/23/2023	3/1/2023
46	FND1150	Exterior Slab	3d	3/2/2023	3/6/2023
47	**OVR3040**	**Building Structure**	**3d**	**3/7/2023**	**3/9/2023**
48	BS1170	New Entry Vestibule Structural Framing	3d	3/7/2023	3/9/2023
49	**OVR3050**	**Building Exterior Envelope**	**37d**	**3/10/2023**	**5/2/2023**
50	EXT1000	Exterior Metal Fixes and New Openings Framing	6d	3/10/2023	3/17/2023
51	EXT1001	Install New Roofing Sheathing	4d	3/20/2023	3/23/2023
52	EXT1002	Exterior Sheathing	5d	3/24/2023	3/30/2023
53	EXT1120	Window and Door Canopies	5d	3/31/2023	4/6/2023
54	EXT1010	Install Exterior Doors and Hardware	5d	3/31/2023	4/6/2023
55	EXT1080	Exterior Wainscot Installation	10d	4/7/2023	4/21/2023
56	EXT1070	Exterior Glazing	5d	4/18/2023	4/24/2023
57	EXT1130	Ext Lighting Install	5d	4/7/2023	4/14/2023



Start date:	6/29/2022
Finish date:	8/4/2023
Data date:	6/29/2022
Print date:	8/30/2022
Page:	2 of 6

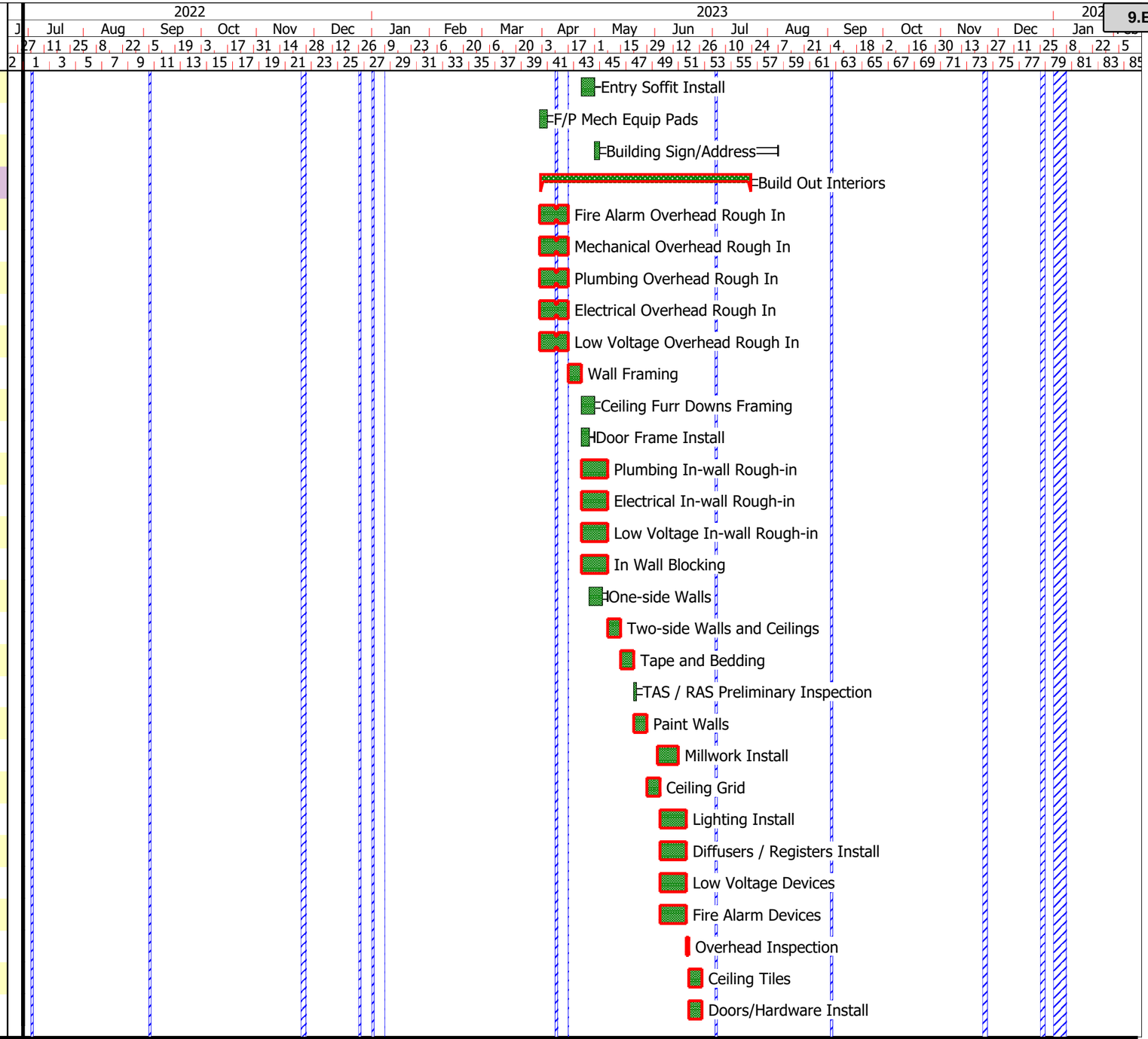
Celina Senior Center

H&W

Hill & Wilkinson General Contractors

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Line	Unique task ID	Name	Duration	Start	Finish
58	EXT1131	Entry Soffit Install	5d	4/24/2023	4/28/2023
59	EXT1090	F/P Mech Equip Pads	3d	3/31/2023	4/4/2023
60	EXT1140	Building Sign/Address	2d	5/1/2023	5/2/2023
61	**OVR3060**	**Build Out Interiors**	**79d**	**3/31/2023**	**7/21/2023**
62	INT1000	Fire Alarm Overhead Rough In	10d	3/31/2023	4/14/2023
63	INT1010	Mechanical Overhead Rough In	10d	3/31/2023	4/14/2023
64	INT1020	Plumbing Overhead Rough In	10d	3/31/2023	4/14/2023
65	INT1030	Electrical Overhead Rough In	10d	3/31/2023	4/14/2023
66	INT1050	Low Voltage Overhead Rough In	10d	3/31/2023	4/14/2023
67	INT1060	Wall Framing	5d	4/17/2023	4/21/2023
68	INT1061	Ceiling Furr Downs Framing	5d	4/24/2023	4/28/2023
69	INT1070	Door Frame Install	3d	4/24/2023	4/26/2023
70	INT1080	Plumbing In-wall Rough-in	10d	4/24/2023	5/5/2023
71	INT1090	Electrical In-wall Rough-in	10d	4/24/2023	5/5/2023
72	INT1100	Low Voltage In-wall Rough-in	10d	4/24/2023	5/5/2023
73	INT1110	In Wall Blocking	10d	4/24/2023	5/5/2023
74	INT1120	One-side Walls	5d	4/27/2023	5/3/2023
75	INT1130	Two-side Walls and Ceilings	5d	5/8/2023	5/12/2023
76	INT1140	Tape and Bedding	5d	5/15/2023	5/19/2023
77	INT1160	TAS / RAS Preliminary Inspection	1d	5/22/2023	5/22/2023
78	INT1170	Paint Walls	5d	5/22/2023	5/26/2023
79	INT1171	Millwork Install	8d	6/2/2023	6/13/2023
80	INT1180	Ceiling Grid	5d	5/29/2023	6/2/2023
81	INT1190	Lighting Install	10d	6/5/2023	6/16/2023
82	INT1200	Diffusers / Registers Install	10d	6/5/2023	6/16/2023
83	INT1210	Low Voltage Devices	10d	6/5/2023	6/16/2023
84	INT1220	Fire Alarm Devices	10d	6/5/2023	6/16/2023
85	INT1230	Overhead Inspection	1d	6/19/2023	6/19/2023
86	INT1240	Ceiling Tiles	5d	6/20/2023	6/26/2023
87	INT1250	Doors/Hardware Install	5d	6/20/2023	6/26/2023



Start date:	6/29/2022
Finish date:	8/4/2023
Data date:	6/29/2022
Print date:	8/30/2022
Page:	3 of 6

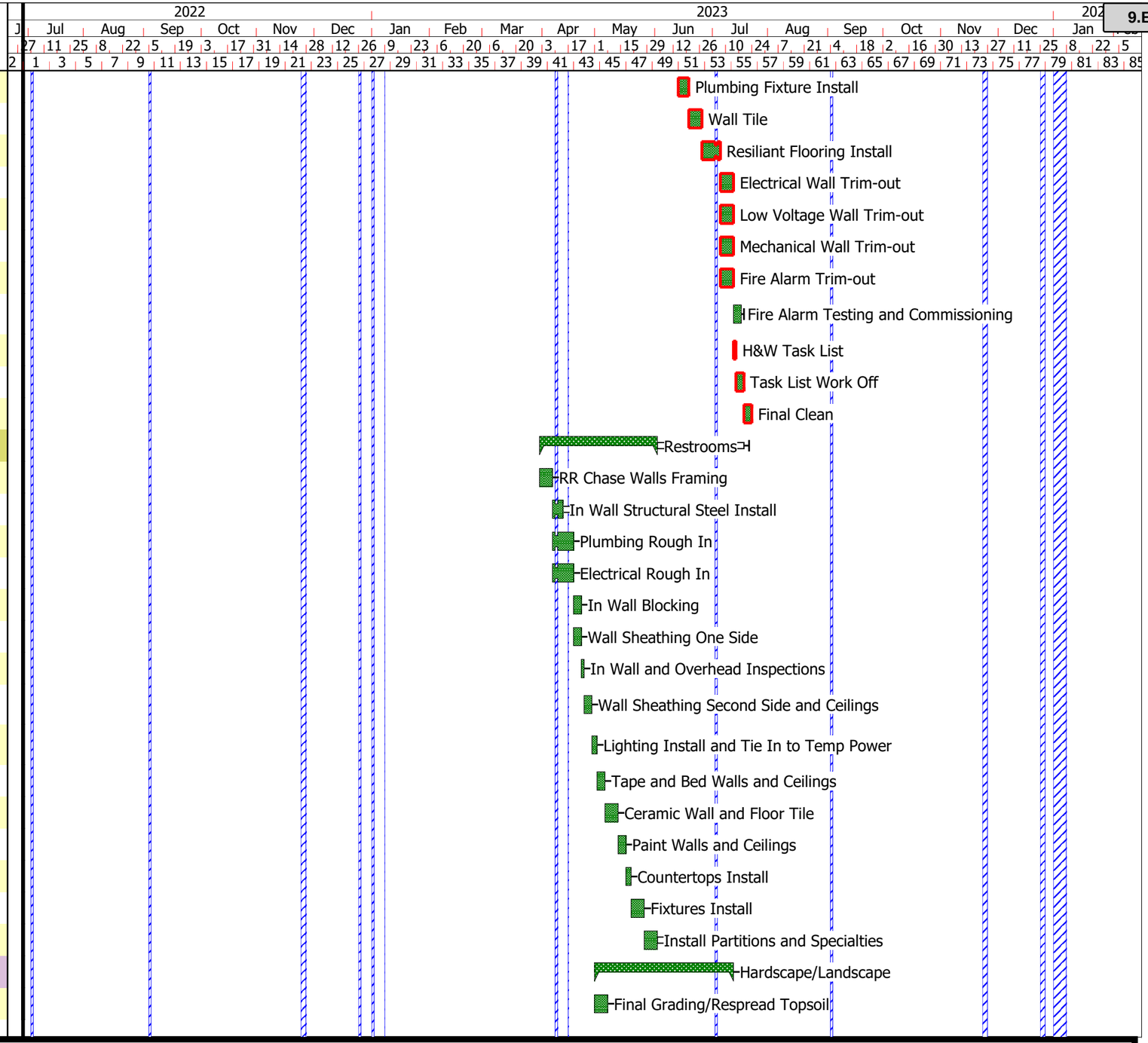
Celina Senior Center

H&W

HILL & WILKINSON GENERAL CONTRACTORS

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Line	Unique task ID	Name	Duration	Start	Finish
88	INT1280	Plumbing Fixture Install	4d	6/14/2023	6/19/2023
89	INT1150	Wall Tile	5d	6/20/2023	6/26/2023
90	INT1270	Resiliant Flooring Install	6d	6/27/2023	7/5/2023
91	INT1300	Electrical Wall Trim-out	5d	7/6/2023	7/12/2023
92	INT1310	Low Voltage Wall Trim-out	5d	7/6/2023	7/12/2023
93	INT1320	Mechanical Wall Trim-out	5d	7/6/2023	7/12/2023
94	INT1330	Fire Alarm Trim-out	5d	7/6/2023	7/12/2023
95	INT1331	Fire Alarm Testing and Commissioning	3d	7/13/2023	7/17/2023
96	INT1340	H&W Task List	1d	7/13/2023	7/13/2023
97	INT1350	Task List Work Off	3d	7/14/2023	7/18/2023
98	INT1360	Final Clean	3d	7/19/2023	7/21/2023
99	**INT1370**	**Restrooms**	**44d**	**3/31/2023**	**6/1/2023**
100	INT1371	RR Chase Walls Framing	5d	3/31/2023	4/6/2023
101	INT1372	In Wall Structural Steel Install	3d	4/7/2023	4/12/2023
102	INT1380	Plumbing Rough In	7d	4/7/2023	4/18/2023
103	INT1390	Electrical Rough In	7d	4/7/2023	4/18/2023
104	INT1400	In Wall Blocking	3d	4/19/2023	4/21/2023
105	INT1410	Wall Sheathing One Side	3d	4/19/2023	4/21/2023
106	INT1420	In Wall and Overhead Inspections	1d	4/24/2023	4/24/2023
107	INT1430	Wall Sheathing Second Side and Ceilings	3d	4/25/2023	4/27/2023
108	INT1431	Lighting Install and Tie In to Temp Power	2d	4/28/2023	5/1/2023
109	INT1440	Tape and Bed Walls and Ceilings	3d	5/2/2023	5/4/2023
110	INT1450	Ceramic Wall and Floor Tile	5d	5/5/2023	5/11/2023
111	INT1460	Paint Walls and Ceilings	3d	5/12/2023	5/16/2023
112	INT1461	Countertops Install	2d	5/17/2023	5/18/2023
113	INT1470	Fixtures Install	5d	5/19/2023	5/25/2023
114	INT1480	Install Partitions and Specialties	5d	5/26/2023	6/1/2023
115	**OVR3070**	**Hardscape/Landscape**	**52d**	**5/1/2023**	**7/12/2023**
116	HL1000	Final Grading/Respread Topsoil	5d	5/1/2023	5/5/2023



Start date:	6/29/2022
Finish date:	8/4/2023
Data date:	6/29/2022
Print date:	8/30/2022
Page:	4 of 6

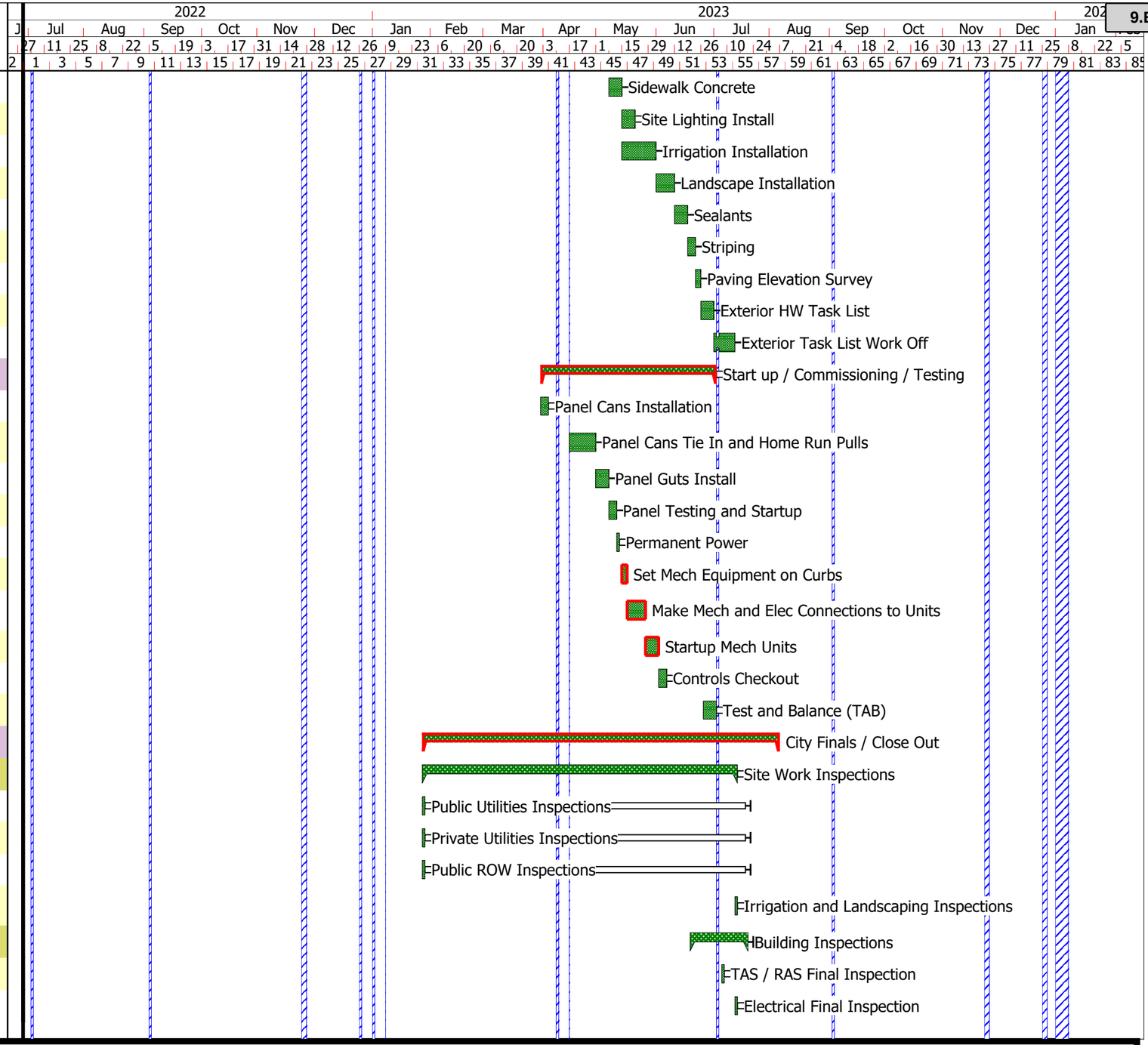
Celina Senior Center

H&W

Hill & Wilkinson General Contractors

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Line	Unique task ID	Name	Duration	Start	Finish
117	HL1010	Sidewalk Concrete	5d	5/8/2023	5/12/2023
118	HL1020	Site Lighting Install	5d	5/15/2023	5/19/2023
119	HL1030	Irrigation Installation	13d	5/15/2023	5/31/2023
120	HL1040	Landscape Installation	7d	6/1/2023	6/9/2023
121	HL1060	Sealants	5d	6/12/2023	6/16/2023
122	HL1070	Striping	3d	6/19/2023	6/21/2023
123	HL1080	Paving Elevation Survey	2d	6/22/2023	6/23/2023
124	HL1090	Exterior HW Task List	5d	6/26/2023	6/30/2023
125	HL1100	Exterior Task List Work Off	7d	7/3/2023	7/12/2023
126	**OVR3080**	**Start up / Commissioning / Testing**	**66d**	**3/31/2023**	**7/3/2023**
127	CXL1000	Panel Cans Installation	3d	3/31/2023	4/4/2023
128	CXL1010	Panel Cans Tie In and Home Run Pulls	10d	4/17/2023	4/28/2023
129	CXL1020	Panel Guts Install	5d	5/1/2023	5/5/2023
130	CXL1030	Panel Testing and Startup	3d	5/8/2023	5/10/2023
131	CXL1040	Permanent Power	1d	5/11/2023	5/11/2023
132	CXL1050	Set Mech Equipment on Curbs	2d	5/15/2023	5/16/2023
133	CXL1060	Make Mech and Elec Connections to Units	7d	5/17/2023	5/25/2023
134	CXL1070	Startup Mech Units	5d	5/26/2023	6/1/2023
135	CXL1080	Controls Checkout	3d	6/2/2023	6/6/2023
136	CXL1090	Test and Balance (TAB)	5d	6/27/2023	7/3/2023
137	**OVR3090**	**City Finals / Close Out**	**134d**	**1/27/2023**	**8/4/2023**
138		**Site Work Inspections**	**118d**	**1/27/2023**	**7/13/2023**
139	SI-1000	Public Utilities Inspections	1d	1/27/2023	1/27/2023
140	SI-1010	Private Utilities Inspections	1d	1/27/2023	1/27/2023
141	SI-1020	Public ROW Inspections	1d	1/27/2023	1/27/2023
142	SI-1030	Irrigation and Landscaping Inspections	1d	7/13/2023	7/13/2023
143		**Building Inspections**	**21d**	**6/20/2023**	**7/19/2023**
144	BI-1020	TAS / RAS Final Inspection	1d	7/6/2023	7/6/2023
145	BI-1030	Electrical Final Inspection	1d	7/13/2023	7/13/2023



Start date:	6/29/2022
Finish date:	8/4/2023
Data date:	6/29/2022
Print date:	8/30/2022
Page:	5 of 6

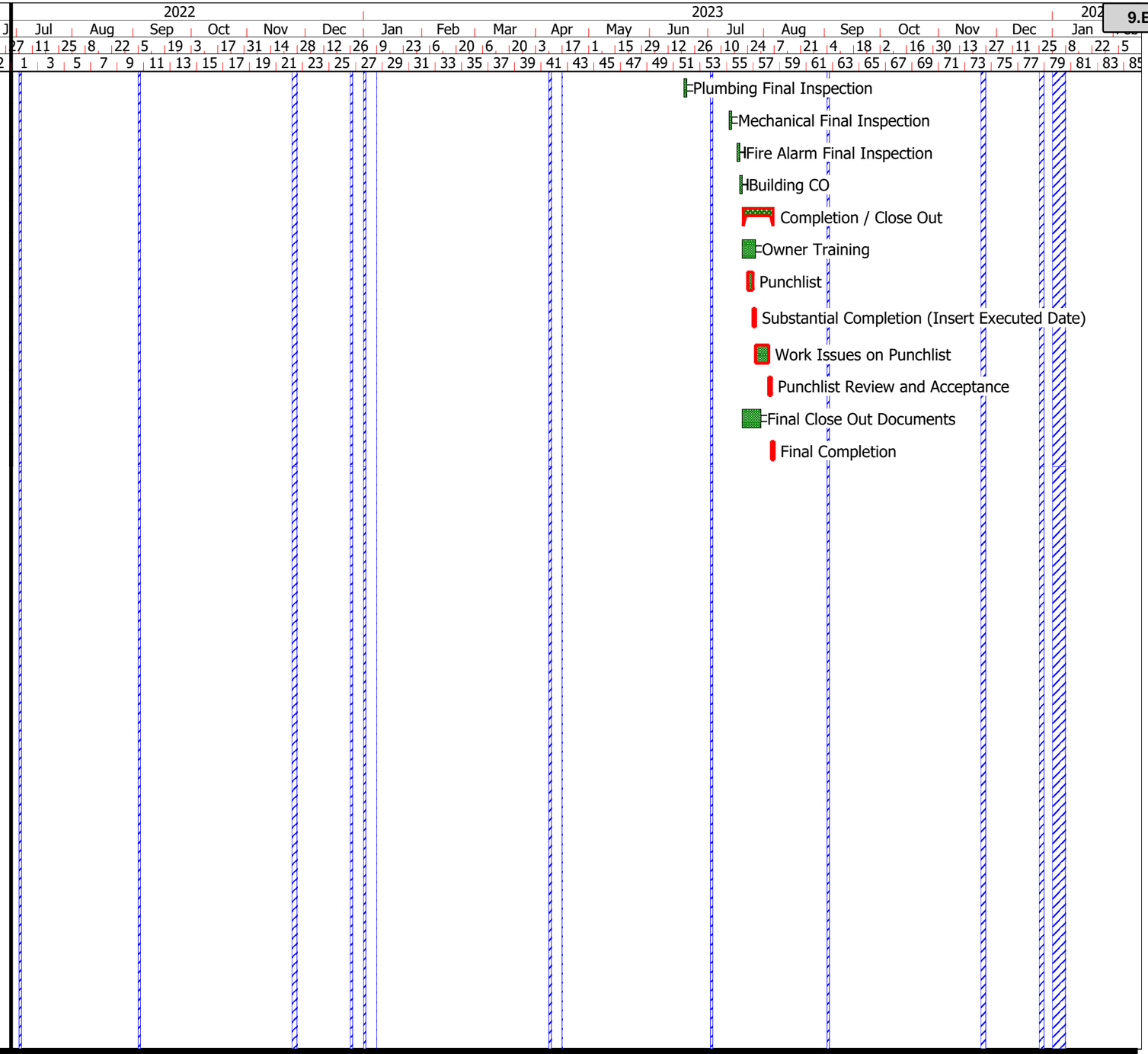
Celina Senior Center

H&W

HILL & WILKINSON GENERAL CONTRACTORS

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Line	Unique task ID	Name	Duration	Start	Finish
146	BI-1040	Plumbing Final Inspection	1d	6/20/2023	6/20/2023
147	BI-1050	Mechanical Final Inspection	1d	7/13/2023	7/13/2023
148	BI-1070	Fire Alarm Final Inspection	1d	7/18/2023	7/18/2023
149	BI-1080	Building CO	1d	7/19/2023	7/19/2023
150		**Completion / Close Out**	**12d**	**7/20/2023**	**8/4/2023**
151	CO-1000	Owner Training	5d	7/20/2023	7/26/2023
152	CO-1010	Punchlist	2d	7/24/2023	7/25/2023
153	CO-1020	Substantial Completion (Insert Executed Date)	1d	7/26/2023	7/26/2023
154	CO-1030	Work Issues on Punchlist	5d	7/27/2023	8/2/2023
155	CO-1040	Punchlist Review and Acceptance	1d	8/3/2023	8/3/2023
156	CO-1050	Final Close Out Documents	7d	7/20/2023	7/28/2023
157	CO-1060	Final Completion	1d	8/4/2023	8/4/2023



Start date:	6/29/2022
Finish date:	8/4/2023
Data date:	6/29/2022
Print date:	8/30/2022
Page:	6 of 6

Celina Senior Center

H&W

HILL & WILKINSON GENERAL CONTRACTORS

Attachment: 2022-08-30 GMP Estimate_Celina Bobcat Senior Center Rev1 (CMAR -Senior Center GMP)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Kim Brawner, Assistant City Manager
Date: September 13, 2022
Re: Wilson Creek Park Master Plan

Action Requested:
Consider and act to authorize an agreement for engineering design services for the Wilson Creek Park Master Plan in an amount not to exceed $72,820.00. (Berry)

Background Information:
Design services include a master plan for park improvements at Wilson Creek Park. The plan will include site opportunities evaluation, facilitate community input, prepare a conceptual development plan, a preliminary master plan and final master plan with budget projections.. The agreement including the fee schedule and timeline are attached.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through Parks Fees. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order. The purchase order will be issued after October 1.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement
Exhibit A

Staff Recommendation:
Authorize Agreement

Proposal for Professional Services
For

WILSON CREEK PARK MASTER PLAN
Celina, Texas

June 15, 2022

I. PROJECT UNDERSTANDING

Dunaway Associates, L.L.C. **("Dunaway")** will perform professional design services for the City of Celina **("City")** to develop a master plan for park improvements at Wilson Creek Park (approx. 100 acres) located at Sunset Boulevard and Roseland Parkway in Celina, Texas. Dunaway will perform a site opportunities evaluation, facilitate community input, prepare a conceptual development plan, a preliminary master plan and final master plan with budget projections.

Dunaway's scope of services includes professional landscape architectural services. The City has not yet identified an approximate construction budget for this project.

II. SCOPE OF SERVICES

A. DATA GATHERING, PROGRAMMING & COMMUNITY INPUT

1. The City will provide Dunaway available information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built CAD files, aerial photographs; topographic surveys; easements; boundary surveys; property lines; building locations and layouts; roadways and parking; utility locations; trees and vegetation; hydrology and drainage information; and any existing park improvements.

2. Based upon the information provided by the City, Dunaway will prepare an existing conditions base map for use in the planning process. The base map will be comprised of existing features as received from the City and will serve as the foundation graphic for the Conceptual Development Plan.

3. Dunaway will attend one (1) kick-off meeting with City representatives to discuss and confirm the project schedule, project goals, and initial park program items desired to be included in the Conceptual Development Plan.

4. While in town for item A.3, Dunaway will perform one (1) detailed site review with City representatives to observe the existing conditions and areas for possible development. Site conditions will be noted and documented with photographs for use in evaluation of current site conditions for master plan development.

5. Based upon the site review, Dunaway will prepare Site Analysis exhibit(s) documenting current conditions and Opportunities & Constraints exhibit(s) that will address possible development zones within the park. As part of this step, Dunaway will review the City's current Parks, Recreation and Open Space Master Plan for a high level review of projected

Attachment: Wilson Creek Fee Proposal 2022 06 15 (Wilson Creek Park Master Plan)

growth for comparison with current needs as it relates to programming of Wilson Creek Park.

6. Dunaway will prepare a list of critical path permitting issues that may be encountered with development of the park property. This will be included with the Site Analysis and Opportunities & Constraints findings for City use.

7. Dunaway will attend one (1) meeting with City Staff to review the Site Analysis and Opportunities & Constraints findings and exhibits. During the meeting, the group will discuss the potential areas & initial program items desired for park development.

8. Dunaway will facilitate one (1) Community Meeting to present the Site Analysis findings and obtain citizen input on the initial program of design elements and potential improvements. (NOTE: The City will be responsible for advertising & recruiting all Community Meetings in this Scope of Services and arranging the facility to host these meetings).

9. Dunaway will also prepare a 5 to 7 minute recorded presentation to review the Site Analysis findings and obtain citizen input on the initial program of design elements and potential improvements. This presentation will be the same presentation from scope item A.8, and will be provided to the City to post on their website. The presentation will contain a link to an online survey platform for feedback from citizens.

10. Dunaway will attend (1) conference call with City staff to review the results of the online survey. During this call, a consensus list of program items for including in the Conceptual Development phase will be agreed upon.

Task A Deliverables:

- Base map for Existing Site in PDF Format
- Site Analysis and Opportunities & Constraints Exhibit(s) in PDF Format
- Community Meeting Powerpoint Presentation in PDF Format
- Community Meeting Notes in PDF Format
- Recorded Presentation in MP4 format
- Online Survey Results in PDF format
- Final Program List in PDF Format

B. CONCEPTUAL DEVELOPMENT

1. Based upon the Final Program as approved by the City, Dunaway will prepare up to two (2) concept plan alternatives for review with City staff.

2. Dunaway will attend one (1) meeting with City staff and one (1) meeting with Park Board to review the concept plan alternatives and receive input for a consensus concept plan.

3. Based on input received from City staff and Park Board, Dunaway will prepare (1) Final Concept Plan graphic.

4. Dunaway will facilitate one (1) Community Meeting to present the Final Concept Plan and receive feedback from the public. (NOTE: The City will be responsible for advertising & recruiting all Community Meetings in this Scope of Services and arranging the facility to host these meetings).

Attachment: Wilson Creek Fee Proposal 2022 06 15 (Wilson Creek Park Master Plan)

5. Dunaway will prepare a 5 to 7 minute long recorded presentation to present the Final Concept Plan. This presentation will be the same presentation from scope item B.4, and will be provided to the City to post on their website. The presentation will contain a link to an online survey platform for feedback from citizens.

6. Dunaway will attend (1) conference call with City staff and (1) conference call with Park Board to review the results of the online survey.

Task B Deliverables:
- Concept Plan Alternatives in PDF format
- Final Concept Plan in PDF format
- Community Meeting Powerpoint Presentation in PDF Format
- Community Meeting Notes in PDF Format
- Recorded Presentation in MP4 format
- Online Survey Results in PDF format
- Final Concept Plan in PDF Format

C. PRELIMINARY MASTER DEVELOPMENT PLAN

1. Based upon input obtained during the Conceptual Development phase, Dunaway will prepare (1) one Preliminary Master Development Plan exhibit.

2. Dunaway will prepare Preliminary Budget Projections for program elements depicted within the Preliminary Master Development Plan.

3. Dunaway will attend one (1) conference call with City Staff to review the Preliminary Master Development Plan and Preliminary Budget Projections.

4. If requested, Dunaway will attend one (1) Park Board or City Council Meeting to present the Preliminary Master Development Plan and Preliminary Budget Projections.

Task C Deliverables:
- Preliminary Master Development Plan in PDF format
- Preliminary Budget Projections
- Park Board or City Council Powerpoint Presentation in PDF Format

D. FINAL MASTER DEVELOPMENT PLAN

1. Based upon the input received during the Preliminary Master Development Plan phase, Dunaway will prepare a Final Master Development Plan rendering.

2. Dunaway will prepare Final Budget Projections for program elements depicted within the Final Master Development Plan.

Task D Deliverables:
- Final Master Development Plan in PDF format
- Final Budget Projections

Attachment: Wilson Creek Fee Proposal 2022 06 15 (Wilson Creek Park Master Plan)

III. BASIS OF COMPENSATION

Dunaway Associates, L.L.C. proposes to provide the above-described Scope of Services for a lump sum fee of $72,820.00 (Seventy-Two Thousand Eight Hundred Twenty and 00/100 Dollars), as described below*.

A.	Data Gathering, Programming & Community Input	$ 23,835
B.	Conceptual Development	$ 22,930
C.	Preliminary Master Development Plan	$ 16,360
D.	Final Master Development Plan	$ 9,695
Total Professional Services		**$ 72,820**

* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above, and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

IV. ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the City before being performed.

IV. ASSUMPTIONS

A. This Scope of Services is for a Master Development Plan and is not intended to address schematic design, design development, construction documents, specifications, or bid documents related to development of proposed site improvements.

B. The City will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. All information provided by the City is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City.

C. This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications.

D. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.

E. This Scope of Services does not include any services for geotechnical engineering evaluation of soils testing.

Attachment: Wilson Creek Fee Proposal 2022 06 15 (Wilson Creek Park Master Plan)

F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.

G. This Scope of Services does not include any Topographic Survey, Boundary Survey or Platting Services.

H. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, animations, videos, etc.

I. If requested, Dunaway will prepare 3-D rendering(s) depicting focus areas of proposed park improvements as selected by City staff. Any digital modeling and production of these renderings will be considered additional services. Fees associated with these additional services will be agreed upon and approved by City staff prior to these services being completed.

J. This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services for any rivers, streams, tributaries, etc.

K. This proposal assumes any permitting, CLOMR's, LOMR's, or other regulatory requirements will be completed under a separate contract and are not included.

L. Special request expenses for out-of-house services are not included in this Scope of Services. Any special request services requested in writing by the City will be billed as a reimbursable expense. These may include, but are not limited to couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

Attachment: Wilson Creek Fee Proposal 2022 06 15 (Wilson Creek Park Master Plan)

City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **Dunaway Associates, LLC** (Consultant) for the **Wilson Creek Park Master Plan**, (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A-Scope of Work, Exhibit B-Insurance Requirements, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant review plans related to fire systems; and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made

Attachment: Agreement - Wilson Creek Master Plan - Dunaway (Wilson Creek Park Master Plan)

by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City on a monthly basis.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

5.4 Consultant shall submit invoice for the prior month by the 10th of the following month.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

Attachment: Agreement - Wilson Creek Master Plan - Dunaway (Wilson Creek Park Master Plan)

ARTICLE 7: INDEMNIFICATION

7.1 **THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.**

7.02 **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.**

7.03 **CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.**

7.04 **CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.**

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

Attachment: Agreement - Wilson Creek Master Plan - Dunaway (Wilson Creek Park Master Plan)

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

Attachment: Agreement - Wilson Creek Master Plan - Dunaway (Wilson Creek Park Master Plan)

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

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina	**Consultant**
Purchasing 142 N. Ohio Street Celina, TX 75009 469-813-4194 Contracts@celina-tx.gov	

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

Attachment: Agreement - Wilson Creek Master Plan - Dunaway (Wilson Creek Park Master Plan)

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

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

CITY OF CELINA	**CONSULTANT**
_____	_____
Jason Laumer, City Manager	_____
	Printed Name
_____	_____
Date	Date

Council Approved: September 13, 2022

Exhibit A: Scope of Work & Fees

Exhibit B: Insurance Requirements

Attachment: Agreement - Wilson Creek Master Plan - Dunaway (Wilson Creek Park Master Plan)

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 13, 2022
Re: FY 2022-2023 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 2022-2023; beginning October 1, 2022 and ending September 30, 2023. (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 FY 2022-2023 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 $6,954,614, which is a 44.22% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,559,356."

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance
Notice of 2022 Tax Year Proposed Property Tax Rate

Staff Recommendation:
Approval

Notice about 2022 Tax Rates

Property tax rates in City of Celina.

This notice concerns the 2022 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	$0.548349/$100
This year's voter-approval tax rate	$0.634759/$100

To see the full calculations, please visit http://www.celina-tx.gov/ for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	**Balance**
Maintenance & Operations	8,707,908
Interest & Sinking	1,925,406

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 2022 Certificates of Obligation	570,000	1,654,969	0	2,224,969
Series 2021A Certificates of Obligation	0	945,700	0	945,700
Series 2021 General Obligation Refunding Bonds	1,730,000	176,725	0	1,906,725
Series 2021 Certificates of Obligation	0	786,850	0	786,850
Series 2019 Certificates of Obligation	1,015,000	127,019	0	1,142,019
Series 2018 General Obligation Refunding Bonds	185,000	125,850	950	311,800
Series 2018 Certificates of Obligation	680,000	740,538	0	1,420,538
Series 2017 Certificates of Obligation	180,000	100,638	450	281,088
Series 2016 Certificates of Obligation	230,000	34,700	0	264,700
Series 2015 Certificates of Obligation	95,000	83,500	0	178,500
Series 2014 Certificates of Obligation	140,000	74,463	0	214,463
Series 2019 Certificates of Obligation	505,000	316,407	0	821,407
	0	0	0	0

Total required for 2022 debt service	$10,498,759
- Amount (if any) paid from funds listed in unencumbered funds	$0
- Amount (if any) paid from other resources	$0
- Excess collections last year	$1,003,677
= Total to be paid from taxes in 2022	$9,495,082
+ Amount added in anticipation that the unit will collect only 101.40% of its taxes in 2022	$-131,096

Attachment: NOTICE ABOUT 2022 TAX RATES CELINA CITY (FY 2022-2023 Tax Revenue Increase Ratification)

= Total debt levy	$9,363,986

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Kenneth L. Maun, Tax Assessor-Collector on 08/12/2022 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

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.

Attachment: NOTICE ABOUT 2022 TAX RATES CELINA CITY (FY 2022-2023 Tax Revenue Increase Ratification)

CITY OF CELINA, TEXAS
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF CELINA, TEXAS RATIFYING THE PROPERTY TAX REVENUE IN THE FY2022-2023 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAX IN THE FISCAL YEAR 2022-2023 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 2022-2023 Budget has an increase in property tax revenues as compared to the previous year; and

WHEREAS, as a result of the approval of the 2022-2023 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 2022-2023 Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $6,954,614 OR 44.22%, AND OF THAT AMOUNT, $4,559,356 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 13th day of September 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: FY2022-2023 Property Tax Revenue Ratification Ordinance (FY 2022-2023 Tax Revenue Increase Ratification)

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 13, 2022
Re: FY 2022-2023 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 2022-2023 beginning October 1, 2022, and ending September 30, 2023 and making appropriations for each department, project and account and providing for expenditures of funds. (Bromiley)

Background Information:
The FY 2022-2023 Proposed Expenditure Budget, including all funds and transfers (including EDC/CDC) is $148,665,739 compared to $152,975,552 initially budgeted for FY 2021-2022. The budget for all funds will decrease by 2.82% from fiscal year 2021. Fiscal Year 2023 total expenditures without the Capital Improvement Project fund are greater than the total revenues within the city-wide budget by $8,922,361.

Board Review/Citizen Input:
A public hearing was held on September 13, 2022 at 5:00 p.m. preceding the adoption of the FY 2023 budget.

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance
FY 2023 Annual Budget

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 2022-2023, BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; 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 2022-2023; 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, 2022, and ending September 30, 2023; and

WHEREAS, the City Council on September 13, 2022, 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 $6,954,614, or 44.22%, and of that amount, $4,559,356 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, 2022, and ending September 30, 2023, 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 2022-2023; and

SECTION 2. The sum of one hundred forty-eight million, six hundred sixty-five thousand, seven hundred thirty-nine US Dollars ($148,665,739) is hereby appropriated for the City's FY2022-2023 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 FY2022-2023 budget document.

Attachment: FY2022-2023 Budget Ordinance (FY 2022-2023 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 13, 2022, and adopted this ordinance with a majority vote as follows:

Mayor Sean Terry	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Mayor Pro Tem Jay Pierce	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Deputy Mayor Pro Tem Wendie Wigginton	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Philip Ferguson	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Tony Griggs	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Andy Hopkins	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Mindy Koehne	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____

READ and ADOPTED on the 13th day of September 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: FY2022-2023 Budget Ordinance (FY 2022-2023 Budget Adoption)

Fiscal Year 2022 - 2023

Proposed Annual Budget

CELINA TEXAS EST. 1876

Life Connected.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.

FY 2022-2023
ADOPTED BUDGET AND FINANCIAL PLAN

"This budget will raise more revenue from property taxes than last year's budget by an amount of $6,954,614, which is a 44.22 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 $4,559,356."

The above information is presented on the cover page of the City of Celina's FY2023 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:

AGAINST:

PRESENT and not voting:

ABSENT:

Tax Rate	Adopted 2021-2022	Proposed 2022-2023
Property Tax Rate	$ 0.645000	$ 0.634759
No-New-Revenue Tax Rate	$ 0.586330	$ 0.548349
No-New Revenue M&O Rate	$ 0.414865	$ 0.360099
Voter-Approval Tax Rate	$ 0.645000	$ 0.634759
Debt Rate	$ 0.215615	$ 0.262057

The total amount of municipal debt obligations secured by property taxes for the City of Celina is $272,945,000.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

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 FY2021-2022	Amended FY2021-2022	Estimated FY2021-2022	Proposed FY2022-2023
Lobbying Services	$ 3,208	$ 3,208	$ 3,208	$ 3,208
Public Notices	$ 15,600	$ 25,000	$ 25,000	$ 17,100

CELINA TEXAS EST. 1876
Life Connected.

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

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Mayor and City Council

List in order *(from left to right)*

Wendie Wigginton ..... Deputy Mayor Pro Tem/Place 4
Mindy Koehne ..... Place 5
Philip Ferguson ..... Place 1
Sean Terry ..... Mayor
Andy Hopkins ..... Place 3
Tony Griggs ..... Place 6
Jay Pierce ..... Mayor Pro Tem/Place 2

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Celina Fast Facts

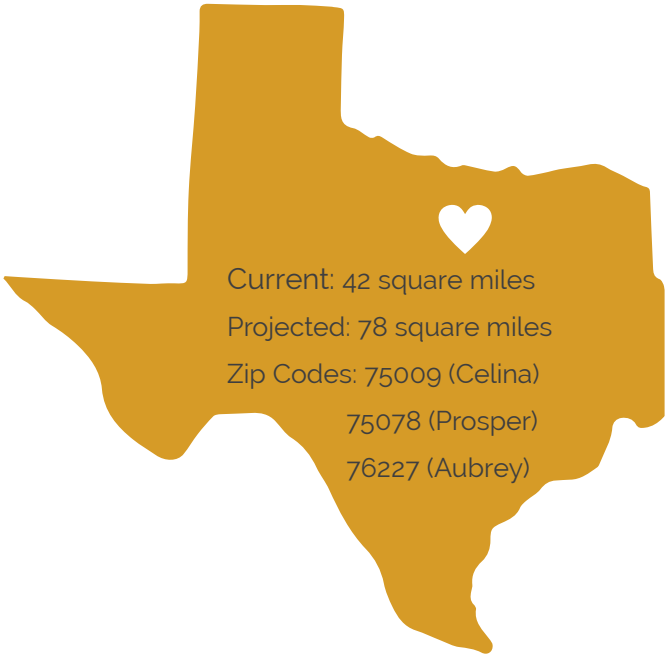
Updated August 2022

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

Population

	City Limits	Service Area
Population 2022	30,334	37,765
Population 2026	53,706	64,652

Trade Area: 135,933
2021 Single Family Permits: 2,433
Buildout Population: 380,000



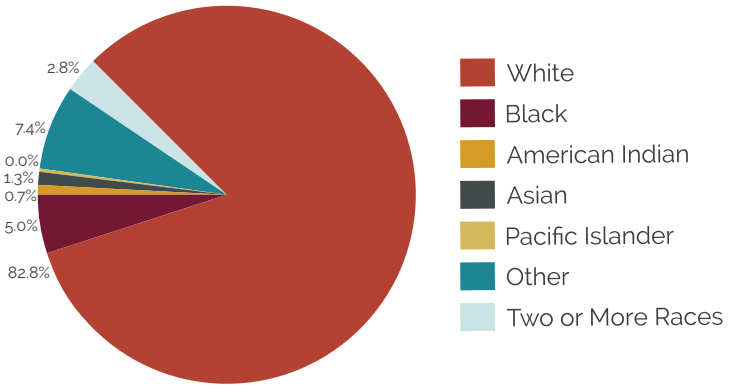
Demographics

Median Age: 37

Education

48% Bachelor's/Grad/Prof Degree
28% Some College
20% High School Graduate

Median Household Income: $124,375
Average Home Value: $583,446



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

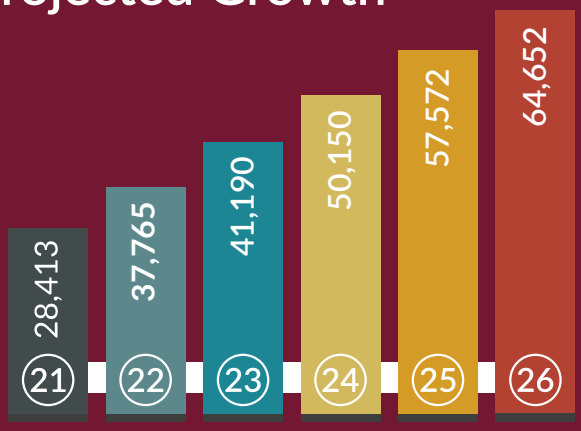
Education

Celina ISD: 1 high school, 1 middle school, and 3 elementary schools

Prosper ISD (in Celina): 3 elementary schools

Collin College: Celina Campus (open August 2021)

Projected Growth



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA TEXAS EST. 1876

Life Connected.

WHAT DOES "LIFE CONNECTED" MEAN?

Celina is literally wired for connectivity with highspeed fiber but also encourages personal connections through interconnected trails, open patios, and a thriving City square. Businesses and communities are built on these connections.

Celina brings people together.

BUSINESS SPOTLIGHT VIDEOS

Business Spotlight videos are produce to introduce Celina's small businesses to out community, providing free advertisement opportunities on our Youtube channel and in the monthly Life Connected newsletter

LIFEINCELINATX.COM

Our lifestyle website features sections for Live, Work, Play and Learn activities around Celina.

LIFE IN CELINA PODCAST

The official community podcast of Celina. On every episode, we celebrate and share the stores behind the amazing people, businesses, and groups that make Celina Home.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

THE CITY OF CELINA
CORE VALUES

Life Connected.

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

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

EXCELLENCE

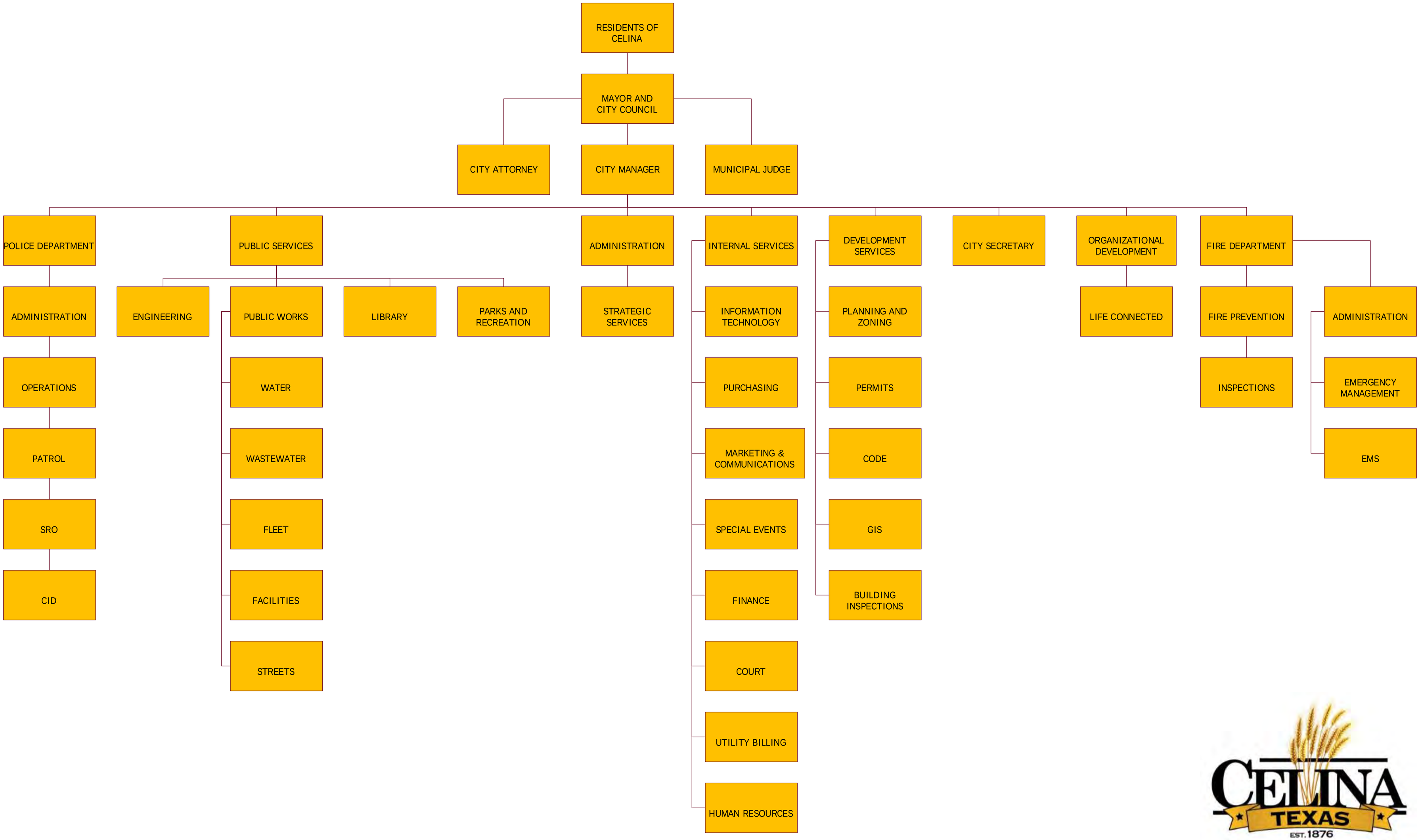
- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

SERVICE

- We are selfless public servants and believe in helping other
- 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

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Organizational Chart



CELINA TEXAS EST. 1876

Life Connected

Life Connected.

City of Celina Flywheel

EXCELLENCE ★ COMMUNITY ★ INTEGRITY ★ SERVICE

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

July 29, 2022

Honorable Mayor and Members of Council:

The Proposed Fiscal Year 2022-2023 (FY23) budget, beginning October 1, 2022, is presented here for your review and consideration in accordance with Texas law and the City of Celina Charter. The FY2022-2023 budget, as presented, is balanced for all funds, and continues to provide exceptional service to the residents of Celina. The provisions within this budget are based on the guiding principles established and confirmed in the City Council's Strategic Plan, Comprehensive Plan, and Core Values. 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. Living ***Life Connected*** ensures every decision about the City is made through the lens of rightful actions, honesty, transparency, and mindfulness for our future success.

As we look to the upcoming fiscal year and what we as a City would like to accomplish, it helps to reflect on the prior fiscal year and the strides that we have made together. Celina continues to experience high growth and in November 2021, Dallas Business Journal named Celina the #1 Fastest Growing City in North Texas based on population growth from 2016-2020.

With unprecedented population growth, the ability to provide adequate public safety to our residents is imperative. Design of the Law Enforcement Center and Fire Station #3 are in their final stages and all sites for future police and fire stations have been purchased. Commercial growth continues with Methodist Health System announcing its plans to build a $200 million hospital at the corner of Dallas North Tollway and FM428, opening in 2025. Scottish Rite for Children issued a press release announcing the purchase of 76 acres of land near the intersection of Dallas Parkway and Punk Carter Parkway.

Other businesses such as ServePro, Starbucks, and 7Eleven continue to be attracted to the opportunities Celina provides. Through our sustained relationship with Celina Independent School District, Celina's youth will also experience great opportunities with the opening of the new Celina Middle School and additional schools slated for years to come. In May, the City and Celina ISD announced an agreement to preserve the Bobcat Field Complex which will see the stadium repurposed into an amphitheater as part of a linear park to be developed along Doe Branch Creek. Additionally, one of the existing buildings located in the Complex is currently being redeveloped into a community center for Celina's seniors.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

This year, we established the Neighborhood Integrity Program which provides grants to HOA's to revitalize neighborhood amenities and features. The 2022 – 2024 Strategic Plan was also adopted by the City in May. By adhering to the Strategic Plan, the City will focus fiscal decisions on actionable items that will impact the city.

The Executive Summary, City Fund Summary, and Proposed Fund Budgets that follow this letter will provide an overview of revenue and expenditure budgets for FY2023 and the financial impact comparison to the previous fiscal year.

We are leading a great City and will continue to achieve great things in FY2023.

Respectfully submitted,

Jason Laumer
City Manager

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Fiscal Year 2022 - 2023

Budget Summary

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Life Connected.

Budget Development

The annual operating budget for the City of Celina is the conclusion of many hours of work that continues through the year until the adoption of both the tax rate and proposed budget in September 2022 for Fiscal Year 2022-2023. The City Manager, Executive Team, department directors and staff work together throughout the budget process regarding priorities by placing the needs of the community first and in line with the City Council's Strategic Plan and Core Values. Our Core Values are the foundation of the organization for which the departmental budgets are built and are as follows:

- Be **Service** focused
- Place the **Community** first
- Make ethical (**Integrity**) decisions
- Maximize efficiency through **Excellence**

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 residents first and dedicate our decision making and actions to the ideal that City employees exist to serve the people. These Core Values represent our highest aspirations, our moral code and what we are deeply passionate about.

All of this in tandem embodies "Life Connected." making a genuine connection from the City to all residents and businesses. 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 strategic plans and core values are designed to work in conjunction and are designed to serve as the foundation for each annual budget.

The City of Celina's mission is to preserve its agricultural heritage and flourish as a close-knit, ever-growing family. In May 2022, the City Council adopted its updated 2022-2024 Strategic Plan to provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

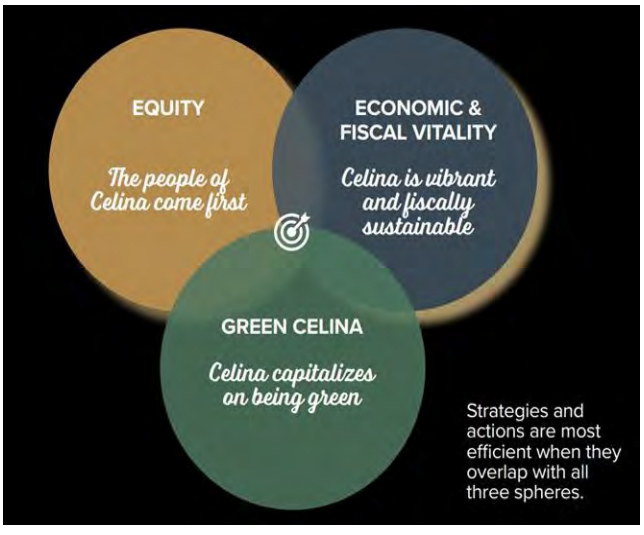
Life Connected.

The seven strategic plan goals for 2022-2024 are:

- Be the **LIFE CONNECTED.** City
- Be the **UNIQUE** City
- Be the City of **THE FUTURE, CONNECTED TO ITS PAST**
- Be the City **BUILT ON PUBLIC SAFETY**
- Be the City of **SERVANT LEADERS**
- Be the City of **INNOVATIVE INFRASTRUCTURE**
- Be the City of **SMALL BUSINESS**

By adhering to the Strategic Plan, the City will focus fiscal decisions on actionable items that will impact the city.

In April 2021, the Celina 2040 Comprehensive Plan was implemented. The Comprehensive Plan provides a framework for sustainable fiscal decisions to ensure the community vitality over time. Every financial decision made by the City will use this framework to ensure that each initiative will adhere to the needs of the residents.



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

The City Manager and Executive Team review all budget requests for alignment with Council direction with reference to the City's Strategic and Comprehensive Plans. 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.

Budget Schedule

The annual budget process begins in January each year. Each January, the City holds a budget kick-off meeting. The budget calendar outlining key dates for the upcoming budget year as well as the budget manual outlining the important components that each department is responsible for is provided.

The City of Celina utilizes a budget planning software provided by McLain Decision Support Systems called mBudget to help develop the upcoming year's budget and future planning years. The software provides the detail budget and helps directors to complete their end of year forecasts along with capital requests, new service level requests and new staffing request for the new fiscal year. In February, mBudget is opened for directors to begin formulating their budgets.

In March and April, Finance provides up-to-date information and helps to answer questions as necessary for the departments to begin finalizing their budget requests. In April, preliminary budgets are submitted for review by the Executive Team. After budgets have been submitted, Finance completes a review of all revenues and expenditures for the new year and will adjust as needed. This process is completed by the end of May each year.

Budget Workshop with the Executive Team and each department is held in June. During workshop the financial position of the City is discussed as well as budget priorities for the upcoming year. Base budgets, capital and new staff requests for each department are assessed and adjustments are made as appropriate.

Certified appraisals from both Collin and Denton Counties are submitted at the end of July and Finance formulates a final proposed operating budget that is balanced and is in conformity with the City's fund balance requirements.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

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 budget by ordinance 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.

Budget Calendar

01/27/22	City Manager and Directors receive Budget Calendar
01/31/22	Directors receive FY2023 Budget Manual
02/07/22	MBudget opened for Directors to update: --FY**2022** Estimates --FY**2023** Budget Year --FY**2024** Planning Year --FY**2025** Planning Year --FY**2026** Planning Year --FY**2027** Planning Year
03/02/22	VERF meeting - Overview/ Update Fleet Schedule (VERF), determine budget needs
04/08/22	All Budget Data (FYE estimates and budget years 2022, 2023, 2023, 2024, 2025, 2026,2027) to be completed by Directors in MBudget.
05/05/22	Follow up VERF meeting
06/13/22 - 06/16/22	BUDGET WORKSHOP - City Manager and Directors – Management Team Open Discussion on Budgeted Priorities and Plans (Funds 102, 120, 123)
06/17/22 - 07/01/22	Internal Budget Meetings
07/25/22	Received Certified Appraisal Rolls from Chief Appraiser §26.01(a)
07/29/22	Council Budget Work Session (Provide Council proposed budget during this meeting)
08/09/22	Regular City Council Meeting – Submit no-new -revenue and voter-approval tax rates to City Council.
09/13/22	City Council Meeting · Hold Budget Hearing (prior to date of tax levy) · Hold Tax Rate Hearing Adopt Budget and Tax Rate

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Combined Budget Summary

The Combined Budget Summary is inclusive of the General Operating funds, Enterprise funds, Special Revenues funds, Governmental funds, Capital Improvements funds, TIRZ 11 fund, and Component Units. The total proposed appropriations budget for all funds including the Capital Improvement Project fund is $148.67 million for FY2022-2023. The total proposed revenues budget for all funding including Capital Improvement is $92.19 million for FY2022-23.

The Combined Budget Summary is in the section entitled City Fund Summary and shows a detailed look at revenues and expenditures by category. Each fund identified on this schedule shows beginning balances, revenues, and expenditures. Revenues are broken down by type and expenditures are broken down by category including General Government, Public Safety, Development Services, Public Services, Utilities, Debt Services, and Transfers Out.

The City of Celina utilizes a fiscally 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.

Total Combined Revenues

The City of Celina takes a stable approach 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 changes in building permit fee revenues, the City still anticipates residential growth during the next several years, focus on the revenue structure for the future will shift more towards sales tax growth with commercial business.

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 a top-quality workforce. The City strives to deliver services in a customer friendly, pro-business and pro-development manner.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

The major Source of Funds revenue categories for the City of Celina are Ad Valorem Taxes, Sales Taxes, Licenses and Permits, and Rates, Fees, and Charges.

All sources of funding with the exception for the Capital Improvement Project fund (CIP) planned for 2022-2023 is $92.09 million an increase over the adopted 2021-2022 revenue budget by $20,152,249 or 28.02%.

The following matrix reflects the sources of all funds by category:

Sources of Funds	Adopted 2021-2022	Sources of Funds	Proposed 2022-2023	% of Total	Change Year Over Year	% Change
Ad Valorem Taxes	$ 15,201,611	Ad Valorem Taxes	$ 22,311,200	24.23%	$ 7,109,589	46.77%
Sales Taxes	$ 4,365,000	Sales Taxes	$ 7,033,570	7.64%	$ 2,668,570	61.14%
Franchise & Other Taxes	$ 617,000	Franchise & Other Taxes	$ 997,450	1.08%	$ 380,450	61.66%
Licenses & Permits	$ 10,022,000	Licenses & Permits	$ 10,025,000	10.89%	$ 3,000	0.03%
Rates, Fees and Charges	$ 36,532,491	Rates, Fees and Charges	$ 44,347,275	48.16%	$ 7,814,784	21.39%
Misc/Intergovernmental	$ 2,288,862	Misc/Intergovernmental	$ 2,335,850	2.54%	$ 46,988	2.05%
Interest Income	$ 520,500	Interest Income	$ 518,950	0.56%	$ (1,550)	-0.30%
Transfers In	$ 2,385,478	Transfers In	$ 4,515,896	4.90%	$ 2,130,418	89.31%
Total Sources	**$ 71,932,942**	**Total Sources**	**$ 92,085,191**	**100.00%**	**$ 20,152,249**	**28.02%**

The City of Celina's primary source of revenue is Ad Valorem or property tax. This year, $22,311,200 has been budgeted for all property tax collections including delinquents, penalties and for payments to the tax increment reinvestment zones (TIRZ).

Sales tax revenue for all funds is expected to grow 61.14% over last year. A proposed budget of $7.03 million has been forecast for the upcoming year across all funds. Celina has enjoyed continued sales tax growth year over year. The original adopted sales tax budgets for 2020-2021 was $2.97 million, and $4.37 for 2021-2022 respectively. Sales tax revenue is net of all sales tax rebates and contractual agreements.

Rates, fees, and charges for service is proposed for FY2023 at $44,347,275 and represents about 48.16% of the City's funding of operations. The increase in rates, fees, and charges over 2022 is $7,814,784 or about 21.39%.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

A percentage of the proposed city-wide rates, fees and charges for service are budgeted for water and wastewater services representing $27.58 million or 62.18% of the $44.35 million projected for 2023. Of this amount, $13,600,000 or 48.28% comes from water sales, $8,100,000 or 28.75% for wastewater sales, $4,435,000 or 15.74% from water/wastewater connection fees, and an additional $1,481,400 or 5.26% from other services including meter and developer revenue.

In June 2022, the City created a new Enterprise fund from the Water/Wastewater Fund called the Solid Waste Fund. All revenues and expenditures for sales and services that were held in the Water/Wastewater Fund were transferred into the Solid Waste Fund. The Solid Waste Fund provides for the collection of solid waste and disposal along with recycling services and maintaining of the public rights-of-way in the City. Rates and fees for services are proposed at $2,478,000 for the upcoming year. Operational costs for contracted garbage and recycling services and maintaining of the rights-of way is proposed at $2,510,000.

Another major source of revenue originates from licenses and permits. These revenues are generated for services rendered and user fees charged for permits, construction inspection fees, fire/ems and police fees, and other related services. In 2023, a budget of $10,025,000 is proposed which is $3,000 increase over the adopted 2022 budget.

Transfers In are a part of the total sources of funds and are proposed at $4,515,896. 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. The transfers also include the funding for the vehicle equipment replacement funds for both the General Fund and the Water/Wastewater Fund.

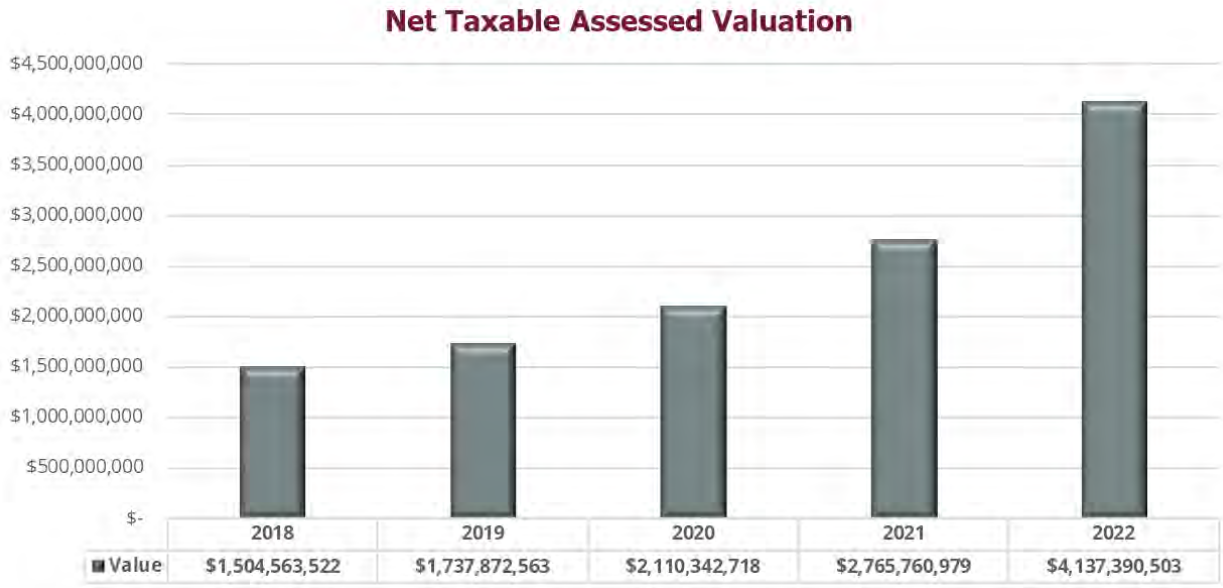
Property Values and Tax

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 $4,137,390,503. This value is 49.6% or $1.371 billion more in assessed valuation than the 2021 adjusted taxable value (as of 07/25/2022). Of this increase, $706 million is attributable to new taxable values added to the tax roll which includes improvements and personal property.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

The following graph reflects historical growth in taxable property values including the current year (2022) certified value:



Proposed Tax Rate

The City will strive to maintain a tax rate 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 so will the demands for service, the tax rate will also need to increase due to the growing population and rooftops. This year, the City has proposed a tax rate of $0.634759 to meet these objectives.

The proposed tax rate of $0.634759, is a tax reduction from the FY2022 tax rate of $.645000. Of the total tax rate of $0.634759, $0.372702 or 58.72% is dedicated to maintenance and operation expenses of the municipal government and $0.262057 or 41.28% is dedicated to general obligation debt service.

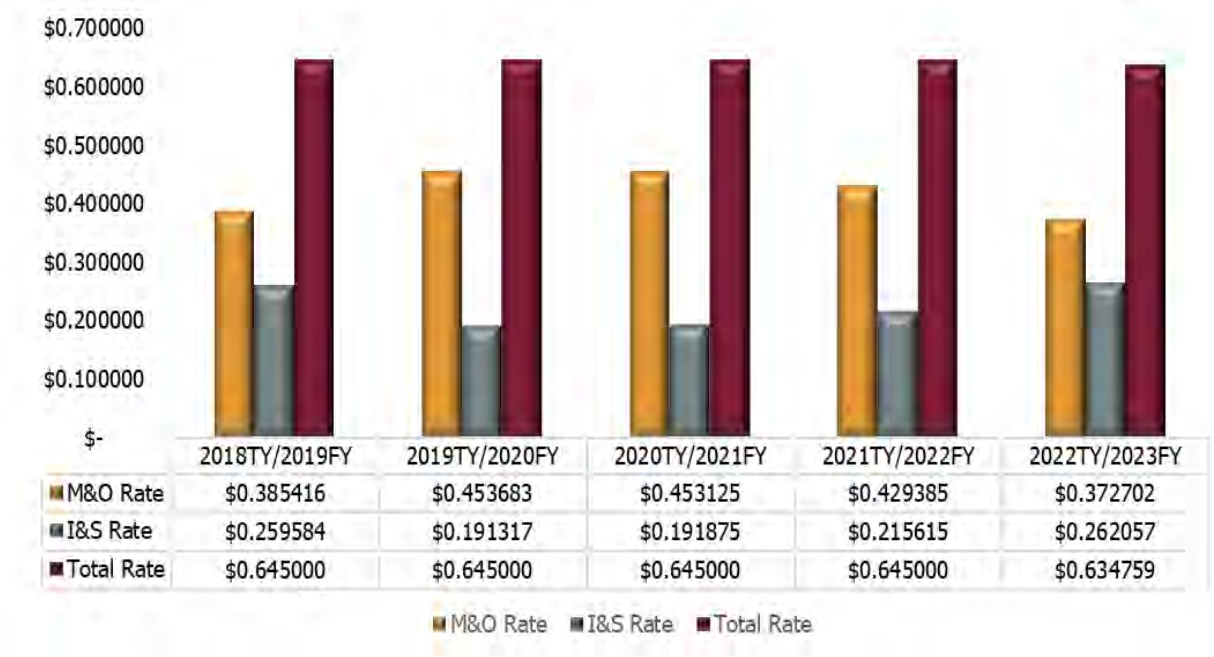
The average taxable single-family home value is currently $451,920 as of July 2022. At the property tax rate of $0.634759, the City tax paid on the average single-family home will be approximately $2,868. For comparison purposes, a single-family home valued at $100,000 will pay $635.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

The following graph is a historical picture of the City's tax rate history for maintenance and operations and interest and sinking:

Tax Rate History by Tax Year



	2018TY/2019FY	2019TY/2020FY	2020TY/2021FY	2021TY/2022FY	2022TY/2023FY
M&O Rate	$0.385416	$0.453683	$0.453125	$0.429385	$0.372702
I&S Rate	$0.259584	$0.191317	$0.191875	$0.215615	$0.262057
Total Rate	$0.645000	$0.645000	$0.645000	$0.645000	$0.634759

Legislative Impact

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 Senate Bill 2 – Texas Property Tax Reform and Transparency Act from the 86th legislative session in 2019 and implemented in fiscal year 2021, tax rate calculations and revenue growth has been capped at 3.5%. The new taxable property added to the tax rolls is not included in the 3.5% cap.

The Texas legislature is scheduled to meet again in January 2023 with its session ending in May. Local government bodies will be monitoring the session to determine if any additional changes in the tax calculations will be enacted.

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 and growth.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Total Combined Expenditures

The following represents the use of all funds by category:

Use of Funds	Adopted 2021-2022	Use of Funds	Proposed 2022-2023	% of Total	Change Year Over Year	% Change
General Government	$ 7,810,732	General Government	$ 9,802,058	9.69%	$ 1,991,326	25.49%
Public Safety	$ 12,476,859	Public Safety	$ 15,546,706	15.38%	$ 3,069,847	24.60%
Development Services	$ 7,107,992	Development Services	$ 7,235,036	7.16%	$ 127,044	1.79%
Public Services	$ 11,889,879	Public Services	$ 16,259,575	16.08%	$ 4,369,696	36.75%
Utilities	$ 32,423,705	Utilities	$ 37,249,522	36.84%	$ 4,825,817	14.88%
Debt Service	$ 6,668,635	Debt Service	$ 10,498,759	10.38%	$ 3,830,124	57.43%
Transfers Out	$ 2,385,478	Transfers Out	$ 4,515,896	4.47%	$ 2,130,418	89.31%
Total Uses	**$ 80,763,280**	**Total Uses**	**$ 101,107,552**	**100.00%**	**$ 20,344,272**	**25.19%**

The operating budget is a combination of all costs to accomplish comprehensive city-wide business including transfers and debt service payments except for the Capital Improvement Project (CIP) Fund. Use of Funds for total combined expenditures are broken down by General Government, Public Safety, Development Services, Public Services, Utilities, Debt Service and Transfers. The total of the combined operating expenditure budget for the 2023 fiscal year is $101,107,552, compared with $80,763,280 originally budgeted in FY 2022. This is an increase of $20,344,272 or 25.19%.

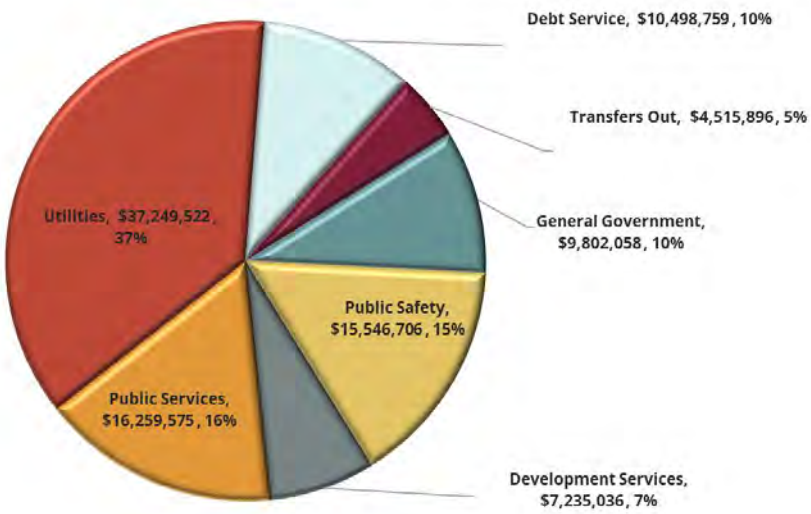
The General Government budget increased $1,991,326 or 25.49% over 2022. Public Safety will see a 24.60% increase over the adopted 2021-2022 budget or $3,069,847. Public Services includes Parks, Streets, and Library Services and will see the largest percent increase year over year (excluding Transfers) at 36.75%. This amounts to a budget increase of $4,369,696 from the 2022 adopted budget of $11,889,879. Utilities, Debt Service and Transfers proposed budget totals $52,264,177 in comparison to the adopted 2021-2022 budget of $41,477,818. The overall use of funds also includes capital improvement projects that are not funded by the issuance of bonds.

The City Fund Summary section of this document provides more detail regarding the individual fund budgets and the total expenditures broken down per fund.

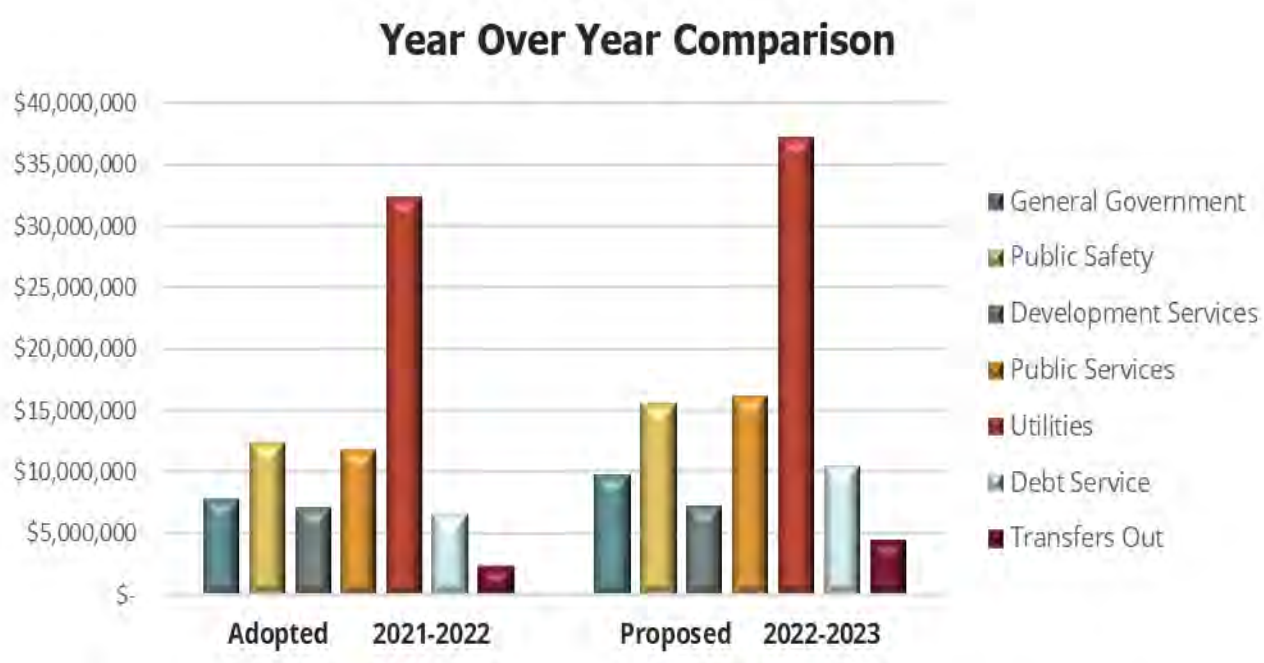
Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

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: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Significant One-Time Expenditures

The list below represents significant one-time expenditures across the total projected FY2022-2023 combined funds to provide new or upgraded levels of service. The projected FY2022-2023 expenses total $3,997,258 and below is a sample listing of some of the expenditures anticipated:

- Capital Vehicles **$284,160**
- Capital Equipment **$240,400**
  - Flashing Rings – Do Not Enter
  - PD Equipment
  - Meter Test Equipment
  - Fuel Trailer
  - 6" Bypass Pump
  - Leak Detection Units
  - Inflatable Movie Screen
- Software **$105,520**
  - Agenda Management Software
  - LMS BLR Online Training System
  - Parks & Recreation Software
  - HRIS
  - Jury Module
  - JustFOIA Software Upgrade
- Professional Services **$543,700**
  - Axon Transition
  - Trugreen – Preston Road
  - M&R Pothole/Road Repair
  - Neighborhood Irrigation Inspections
  - PD Training/Testing
- Downtown **$55,000**
  - Christmas Curtain Lights
- Technology **$190,000**
  - PD CID Digital Storage
  - Multifactor Authentication (MFA)
  - Downtown Camera Solution
- Vehicle/Equipment Replacement **$2,578,478**
  - Capital Replacements
  - Transfers

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Personnel/Full-Time Equivalents (FTE)

Priorities addressed in this budget are to provide adequate funding to maintain service levels amid population growth in the City and to continue to meet the expectations of the community. This budget proposes an increase of eighteen (18) full-time equivalent (FTE) positions. This includes sixteen (16) FTE positions in the General Fund and two (2) FTE positions in the Water/Wastewater Fund. Of these new positions, six (6) positions are for Public Safety, three (3) positions each for both Public and Development Services, and five (5) positions for General Government to continue to keep in step with City growth. The new positions including compensation and benefits will total $1,546,985 and are listed below:

General Government (4.5)

- Service Desk Analyst – Information Technology (1.0)
- Senior Buyer – Finance (1.0)
- Downtown Manager – Administration (1.0)
- Development Liaison – Administration (1.0)
- Special Events Intern – Marketing (0.5)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Public Safety (6.0)

- Fire Plan Reviewer (Captain) – Fire/EMS (1.0)
- Assistant Police Chief – PD (1.0)
- Traffic Sergeant – PD (1.0)
- Traffic Officer – PD (1.0)
- School Resource Officer – PD (1.0)
- TCOLE Training Specialist – PD (1.0)

Public Services (2.5)

- Sign Technician – Streets (1.0)
- Intern – Library (0.5)
- Recreation Coordinator – Parks (1.0)

Development Services (3.0)

- Senior Analyst – GIS (1.0)
- Senior Engineer – Engineering (1.0)
- Landscape Architect – Development Services (1.0)

Utilities (2.0)

- ULM Worker – Public Works (1.0)
- Wastewater Treatment Operator – Public Works (1.0)

Although staffing changes occur throughout the year between departments, the total number of FTE's to close the 2022 budget year sits at 243.25. The 2022-2023 proposed budget maintains the 2022 end of year totals and with the addition of the new positions requested, will begin the 2023 budget year at 261.25 FTE's for a salary and benefits cost of $27,001,260.

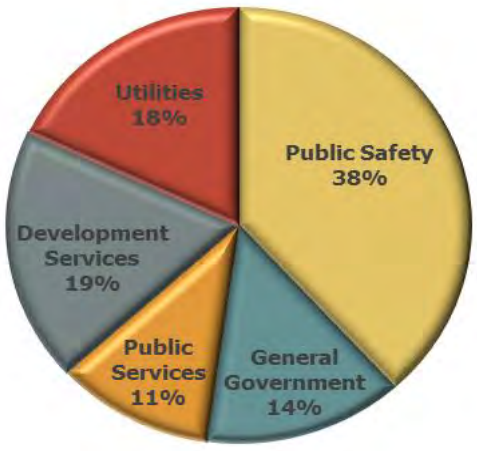
Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Below is the 5-Year historical detail of Full-Time Equivalents (FTE) by department for both the General Fund and Water/Wastewater Fund:

Department	FY2019 Adopted	FY2020 Adopted	FY2021 Adopted	FY2022 Adopted	FY2022 EOY Total	FY2023 Decision Package Positions	FY2023 Proposed
GIS	1.00	1.00	2.00	2.00	2.00	1.00	3.00
Facilities Management	1.00	1.00	2.00	2.00	2.00	-	2.00
Information Technology	2.50	2.00	2.00	3.00	3.00	1.00	4.00
Finance	8.00	7.00	7.00	10.00	10.00	1.00	11.00
Library	3.50	3.50	3.50	5.00	5.00	0.50	5.50
City Secretary	2.00	2.00	2.00	2.00	2.00	-	2.00
Development Services	18.00	19.00	21.00	28.00	29.00	1.00	30.00
Administration	4.00	6.00	6.00	8.00	7.00	2.00	9.00
Municipal Court	3.00	2.00	2.00	2.00	2.00	-	2.00
Fire/EMS	26.00	41.00	41.00	43.00	46.00	1.00	47.00
Streets	7.00	6.00	6.00	8.00	7.00	1.00	8.00
Police	27.00	29.00	35.00	46.00	46.00	5.00	51.00
Parks	8.00	9.00	10.00	13.00	14.25	1.00	15.25
Marketing	2.00	2.00	3.00	5.00	5.00	0.50	5.50
Engineering	7.00	10.00	11.00	14.00	15.00	1.00	16.00
Human Resources	2.00	2.00	4.00	3.00	3.00	-	3.00
Water	14.00	15.00	16.00	23.00	22.00	1.00	23.00
Wastewater	8.00	7.00	8.00	10.00	12.00	1.00	13.00
Utility Billing	3.00	3.00	3.00	6.00	6.00	-	6.00
Fleet	-	-	1.00	1.00	1.00	-	1.00
Drainage/Stormwater	-	1.00	2.00	4.00	4.00	-	4.00
Total FTE	**147.00**	**168.50**	**187.50**	**238.00**	**243.25**	**18.00**	**261.25**

The following chart is a breakout by service area across the City:



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Employee Compensation

The City offers competitive benefits to employees, including group medical, dental, and vision insurance with dependent coverage available. Life and long-term disability insurances are 100% City paid. Optional insurance offerings are provided for short-term disability and additional life insurance.

The City participates in Texas Municipal Retirement System ("TMRS"), a statewide administered pension plan. 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. The City provides pension benefits for all 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.

Most cities in North Texas utilize Update Service Credits ("USC") and Cost of Living ("COLA") adjustment within their TMRS benefit package. To be competitive and retain and attract new employees, it is necessary to update the City's current plan. This update will increase the overall retirement benefit for an employee. If approved in October of 2022, this will be available for employees January 1, 2023.

The proposed FY2023 budget includes a step increase for general service employees on the updated step plan executed in FY 2021 as well as a 2% cost of living adjustment. The Police and Fire departments implemented a new step plan in fall of 2021 and a step increase is proposed. The Public Works step plan was introduced and rolled out in fiscal year 2022 and was effective August 2022.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

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 FY23, this amount is approximately $8.70 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 $12.18 million which is approximately 40.89% of FY 2023 revenue received or 149 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 in fiscal year 2020.

General Fund

General Fund revenues and budgeted transfers are estimated at $31,424,954 for FY23. This is an increase of 12.21% or $3,419,248 over FY22. The main source of revenue into the General Fund are Ad Valorem and Sales Taxes which are forecast at 48.79% of the total General Fund revenue for fiscal year 2023. This growth is 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 $33,946,286 before transfers out. With transfers, the total General Fund budget for FY23 is $34,792,200. This budget is a 17.17% increase or $5,098,561 more than FY22 budget.

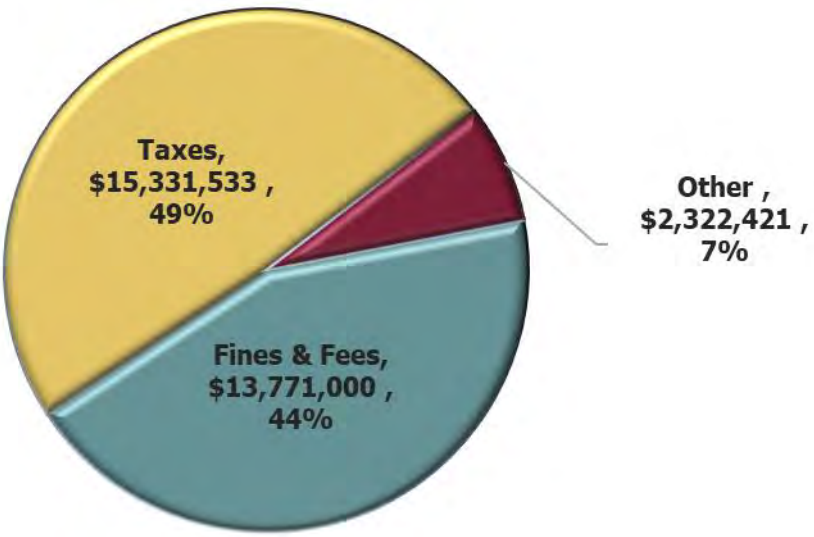
General Fund transfers to the Vehicle and Equipment Replacement (VERF) Fund for FY23 is proposed at $845,914. The VERF Fund is a separate fund that provides for the replacement of capital vehicles and equipment. FY23 will see a decrease of $3,710 from the adopted 2022 budget of $849,624. This decrease in transfers is a result of adjustments to the useful life of capital vehicles and equipment.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

The following chart is representative of the revenues supporting general operations:

FY 2022 – 2023 General Fund Revenue



General Fund by Department

The General Fund is broken down by department and are grouped into the appropriate category by major function including General Government, Public Safety, Development Services, and Public Services. Overall, Public Safety makes up the largest cost center of general-purpose operations with a combined budget of $14.42 million or 41.44% of the total General Fund Budget anticipated in the new fiscal year. Public Safety is comprised of Fire/EMS, Police, and Municipal Court.

Fire/EMS will have a total of 47 personnel and includes one (1) new FTE position with a proposed operating budget of $6.90 million an increase over the adopted FY22 budget of $1.30 million. This department makes up 19.83% of the proposed general operating fund budget for the upcoming year. The Fire/EMS operating budget will see increases in the forthcoming years when Fire Station No. 3 has completed construction and becomes operational and fully staffed.

The Police Department's proposed budget for 2022 is $7.29 million and amounts to 20.95% of the general operating budget. The proposed budget contains five (5) new FTE positions, with the addition of two Officers for a Traffic Division, one new School Resource Officer, a TCOLE Specialist, and an Assistant Police Chief.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

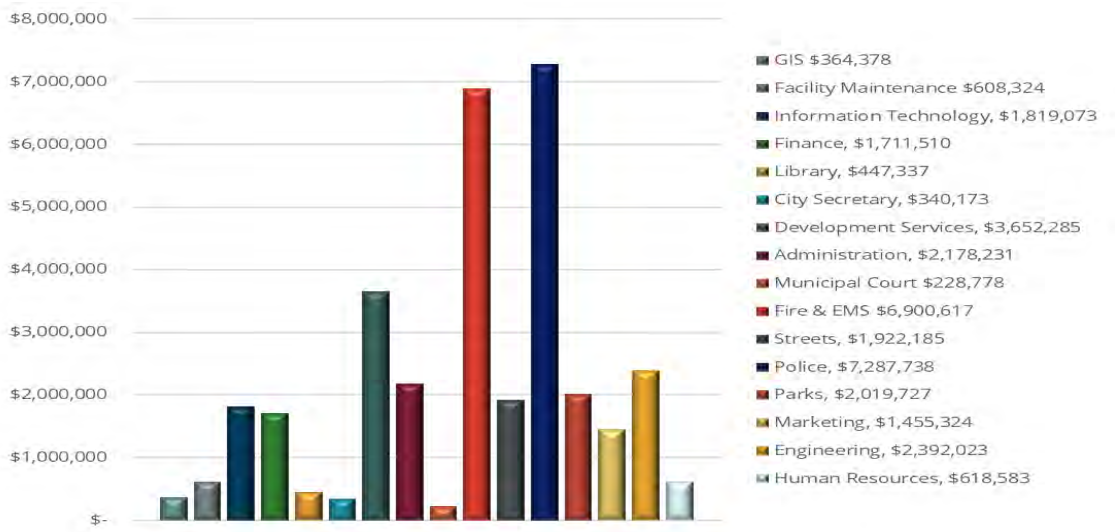
Funding has been included for the Police Department to hold additional trainings and schools for its officers as well and the purchase of capital equipment. For the 2023 budget year, the Police Department will be transitioning to the AXON Technology which integrates both body and dash cameras that help with some of society's most difficult challenges: *Protect Life, Preserve Truth, and Accelerate Justice*.

For FY23, the Development Services division which includes both the GIS and Development Services departments, proposed budget totals $4.02 million an increase over 2022 of $191,125 and will have a personnel count of thirty-three (33) including two (2) FTE positions for the new year. Development Services has proposed a total of 1,400 residential building permits for the City for the 2022-2023 budget year and represents 11.54% of the overall general operating fund budget.

Totals for the remaining departments not highlighted above is $15,512,490 for the 2022-2023 budget year an increase over the previous year by $2.63 million. Some of the departments included in this total are Parks, Streets, Engineering, and Library Services. New FTE positions for the remaining departments total nine (9) and are being added to cover the increased growth of the City for the last several years. Further funding for new capital, operational items and software for these departments are included in the overall budget and a sample breakdown can be found in the Significant One-Time Expenditures section of this Budget Summary.

The following chart is representative of the expenditures of the General Fund:

FY2022 – 2023 General Fund Expenditures by Department



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Enterprise Funds

Water/Wastewater, Solid Waste, Utility Infrastructure, Impact, Capital Recovery, Stormwater Drainage, and Utility Vehicle and Equipment Replacement Fund account for the full-service operations of the water and sewer system including water production and distribution, sewer collection and treatment, the collection and disposal of solid waste and the development of new water, wastewater, and drainage systems. These Enterprise funds are 100% self-supporting with revenues generated from rates, charges, and fees sufficient to cover operations, debt and various scheduled capital outlay purchases and capital infrastructure projects and act as business enterprises that utilize full accrual accounting and segregates and distinguishes water operations and sewer operations and works toward making each operation self-supporting.

Water/Wastewater Fund

The Water/Wastewater Fund ("the utility system") accounts for water and wastewater operations of the City of Celina. The operations of the utility system include Water, Wastewater, as well as Utility Customer Service. Water and Wastewater services are provided to both residential and commercial customers. Currently, the City of Celina has 11,065 utility accounts that are serviced. Separately, the City is contracted by Denton County Fresh Water Supply District 10 which recently updated their name to Elm Ridge Water Control and Improvement District to perform and manage their water utility maintenance and billing.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

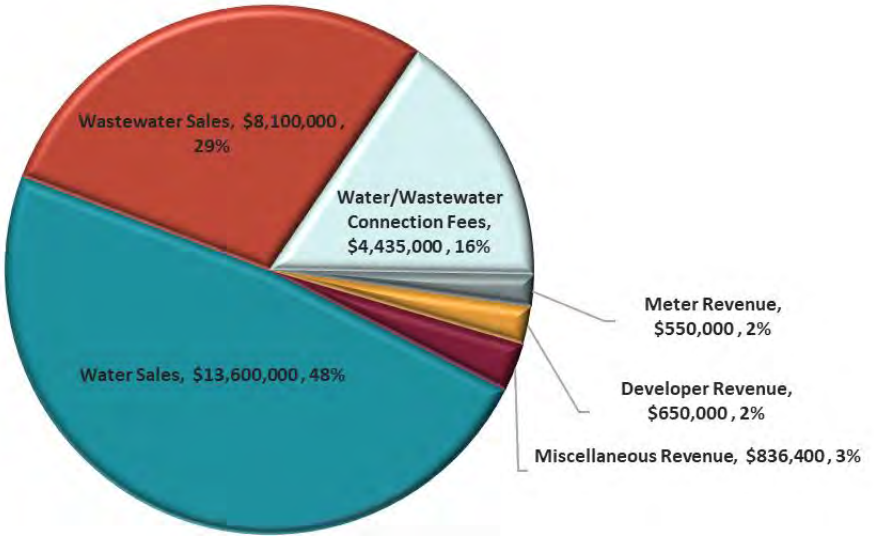
Life Connected.

Water/Wastewater Fund Revenues

The total Water/Wastewater Fund revenues from rates, fees, and charges is expected to be $27,575,000 for the 2023 fiscal year. This includes water/wastewater sales, connections fees, meter and developer fees and other fees and charges. 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. Miscellaneous revenues for the Water/Wastewater Fund total $596,400 and includes revenue of $400,000 from Elm Ridge Water Control and Improvement District.

The following chart reflects the sources of revenue supporting the City's utility system:

FY2022 – 2023 Water/Wastewater Fund Revenue



Other revenue sources include impact fees, capital fees and developer contributions. The City does assess and collect these fees to help support the costs of infrastructure associated with new development for both commercial and residential development.

Infrastructure projects include water, wastewater, and stormwater drainage.
Some of the current and future projects that are funded from these revenues include waterline construction, wastewater treatment plant construction, and drainage improvements within the City. Revenues for these funds are proposed at $6,342,900 for the 2022-2023 fiscal year. This is an increase of 22.30% increase over the adopted 2021-2022 budget of $5,186,500.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Water/Wastewater Fund Expenditures

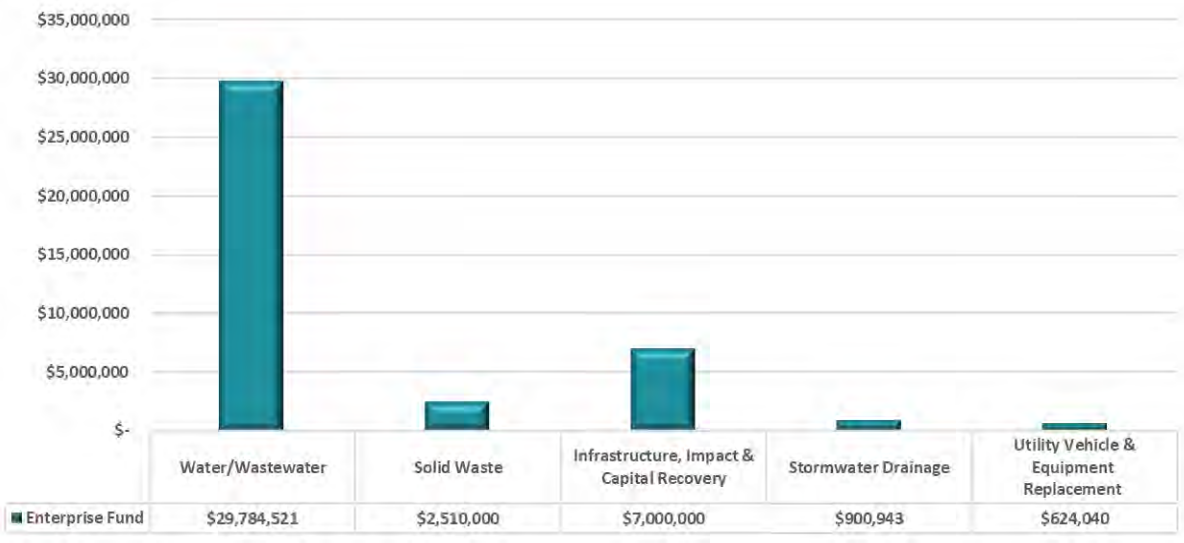
Water will have a total of twenty-three (23) FTEs and includes one (1) new FTE position with a proposed operating budget of $11,252,353 an increase over the adopted FY22 budget of $9,633,030 and makes up 37.78% of the proposed water/wastewater operating fund budget for the upcoming year. The budget includes a pass-through increase for water purchased through Upper Trinity Regional Water District (UTRWD). The rate for purchased water increased 15.8% per 1,000 gallons.

Water/Wastewater will have a total of thirteen (13) FTEs and includes one (1) new FTE position with a proposed operating budget of $3,381,862 an increase over the 2021-2022 budget of $2,919,966 and is 11.35% of the fund budget.

All other departments will have a total of eleven (11) FTEs and do not include any new positions. All other operating expenditures including both City and Upper Trinity Regional Water District debt is $13,981,267. These costs and FTE staffing includes the Stormwater Drainage Fund.

Impact and Capital Recovery operation costs are anticipated at $5,500,000 with an additional transfer to other Enterprise funds of $1,500,000 for the forthcoming year. These costs cover the engineering, construction, testing, and land acquisitions for capital water/wastewater projects that are mentioned in the above passages.

The following graph reflects the uses of funds in the City's Enterprise Fund:



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Integrity Fund

This fund helps with the beautification of the City of Celina. The revenues 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 Water Tower Rental fees, Tree Mitigation fees, and Warning Device fees.

In FY2022, the City established the Neighborhood Integrity Program which provides grants to HOA's to revitalize neighborhood amenities and features. Also in the 2022 budget year, the City of Celina began setting aside revenues from this fund to cover the construction of storm warning devices.

The 2022-2023 revenue is forecast at $327,000 and expenditures from operations are $412,500. Projected costs to be incurred in FY23 include Façade Grants, Neighborhood Integrity, Music on the Square, Public Art, and Arbor Day Trees.

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 2022-2023 scheduled expenditures include:

- Fire Station No. 3 FF&E $300,000
- Fire Station No. 3 Emergency Signal $200,000
- Law Enforcement Center FF&E $350,573
- School Zone Flashers $200,000
- Wayfinding $150,000
- Downtown Street Blade Upgrade Project $137,734
- Senior Center FF&E $100,000
- Performance Management Study $140,000
- Trimax Snake 400S2 Mower $41,754

Capital Improvement Fund

In FY2022, the City of Celina funded capital project needs through a series of Certificates of Obligation for General and Water/Sewer totaling $70 million and follows up issuances in FY2021 of $95.5 million. Projects are completed through a phased approach and are based on identified needs as the city continues to grow.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

The following is a list of some of the major projects that the Engineering Department has slated for the coming fiscal year expected:

- Law Enforcement Center construction
- Fire Station No. 3 construction
- Preston Road Lighting – Phase II
- Senior Center construction
- Legacy Hills Water Reclamation Plant
- Coit Waterline construction

Fire Station No. 3 Design Rendering

Law Enforcement Center Design Rendering

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

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.

Table of TIRZs in which City of Celina participates:

TIRZ #	Name	Year Created	TIRZ Participation	Tax Year 2018 CLR/ACCR FY 2019 Paid FY 2020	Tax Year 2019 CLR/ACCR FY 2020 Paid FY 2021	Tax Year 2020 CLT/ACCR FY 2021 Paid FY 2022	Tax Year 2021 CLT/ACCR FY 2022 To Be Paid FY 2023	Tax Year 2022 CLR/ACCR FY 2023 To Be Paid FY 2024
2	Creeks of Legacy	2014	74.63%	$ 324,221.14	$ 460,323.71	$ 643,230	$ 804,381	$ 1,201,727
3	Wells South (Lilyana)	2016	70.00%	$ 111,236.02	$ 330,000.00	$ 451,660	$ 721,814	$ 1,302,264
4	Sutton Fields	2017	13.22%	$ 27,210.00	$ 57,662.36	$ 95,389	$ 131,205	$ 206,971
5	Old Celina Limited	2016	50.00%	$ -	$ 2,400.00	$ 2,123	$ 13,830	$ 15,903
6	Glen Crossing	2016	44.48%	$ 30,767.53	$ 83,407.06	$ 127,096	$ 199,420	$ 349,028
7	Ownsby Frms	2016	34.60%	$ 13,017.62	$ 37,297.01	$ 92,760	$ 146,962	$ 254,407
8	Sutton Fields II	2017	7.76%		$ 9,367.36	$ 33,588	$ 66,567	$ 162,377
9	The Columns	2017	34.20%		$ 4,175.85	$ 25,311	$ 59,494	$ 159,771
10	Chalk Hill	2017	34.20%	$ 1,778.78	$ 4,026.93	$ 4,027	$ 20,097	$ 80,813
12	Edgewood Creek	2022	47.00%	$ -	$ -	$ -	$ -	$ 7,390
13	Legacy Hills	2022	15.50%	$ -	$ -	$ -	$ -	$ 8,290
			Grand Total	**$ 508,231**	**$ 988,660**	**$ 1,475,183**	**$ 2,163,769**	**$ 3,748,941**

*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 the 2022 tax year, fiscal 2023 budget year the TIRZ certified taxable value is $172,984,530 For 2021, the TIRZ estimated value of $153,163,582 represents an increase of $31,822,286 or 26.23%.

In Fiscal Year 2023, the fund has proposed expenditures of $400,000 for the contractual payment of the Rasor Tract. This was acquired in 2021 for the purchase of the right-of-way required for the reconstruction of Elm Street.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Debt Service Fund

This debt service provides the financing of long-term capital projects that improve the City's streets, parks, buildings, and other infrastructure that is not generally covered by the debt service of the Water/Wastewater Fund.

The following is a list of all debt obligations:

FY Ending	Principal	Interest	Total
9/30/2023	8,875,000	10,192,093	19,067,093
9/30/2024	10,690,000	9,661,804	20,351,804
9/30/2025	10,970,000	9,209,288	20,179,288
9/30/2026	12,200,000	8,776,169	20,976,169
9/30/2027	13,100,000	8,246,219	21,346,219
9/30/2028	13,665,000	7,676,450	21,341,450
9/30/2029	14,255,000	7,087,081	21,342,081
9/30/2030	14,660,000	6,488,344	21,148,344
9/30/2031	15,265,000	5,896,350	21,161,350
9/30/2032	15,690,000	5,360,650	21,050,650
9/30/2033	15,875,000	4,864,988	20,739,988
9/30/2034	15,730,000	4,375,050	20,105,050
9/30/2035	15,940,000	3,853,200	19,793,200
9/30/2036	14,870,000	3,350,044	18,220,044
9/30/2037	14,745,000	2,883,081	17,628,081
9/30/2038	14,550,000	2,430,294	16,980,294
9/30/2039	11,105,000	1,993,744	13,098,744
9/30/2040	8,950,000	1,678,000	10,628,000
9/30/2041	9,220,000	1,408,700	10,628,700
9/30/2042	3,320,000	1,129,500	4,449,500
9/30/2043	3,490,000	963,500	4,453,500
9/30/2044	3,660,000	789,000	4,449,000
9/30/2045	3,840,000	606,000	4,446,000
9/30/2046	4,040,000	414,000	4,454,000
9/30/2047	4,240,000	212,000	4,452,000
9/30/2048	-	-	-
	$ 272,945,000	$ 109,545,547	$ 382,490,547

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

FY 2022 - 2023
City Fund Summary

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA TEXAS EST. 1876

Life Connected.

COMBINED BUDGET SUMMARY

FY 2022-2023

	General Operating		Enterprise					Special Revenue				
	General Fund (102)	Debt Service (103)	Water/Wastewater (202)	Solid Waste (203)	Utility Infrastructure, Impact, & Capital Fees (205, 206, 209, 210)	Stormwater Drainage (208)	Utility Vehicle & Equipment Replacement (213)	Park Fee (109)	Grants (115)	Law Enforcement (116)	Court Security/Tech (118, 119)	Technolo (122)
Beginning Fund Balances	$ 12,075,154	$ 1,925,406	$ 13,791,358	$ 1,649,563	$ 22,327,901	$ 776,013	$ 1,161,978	$ 5,581,234	$ 2,039	$ 118,574	$ 133,156	$ 570,(
Revenues:												
Ad Valorem Taxes	11,274,083	11,037,117	-	-	-	-	-	-	-	-	-	
Sales Taxes	3,250,000	-	-	-	-	-	-	-	-	-	-	
Franchise & Other Taxes	807,450	-	-	190,000	-	-	-	-	-	-	-	
Licenses & Permits	10,025,000	-	-	-	-	-	-	-	-	-	-	
Rates, Fees and Charges	3,746,000	-	27,575,000	2,478,000	4,300,000	840,000	-	2,000,000	-	-	7,275	
Intergovernmental	-	-	400,000	-	-	-	-	-	-	-	-	
Miscellaneous	1,096,590	-	41,400	-	-	-	-	-	2,000	5,000	-	200,(
Interest	195,000	25,000	155,000	2,000	44,500	8,400	1,000	20,000	50	200	300	1,5
Transfers In	1,030,831	-	-	-	750,000	400,000	739,151	-	-	-	-	
Total Revenues:	$ 31,424,954	$ 11,062,117	$ 28,171,400	$ 2,670,000	$ 5,094,500	$ 1,248,400	$ 740,151	$ 2,020,000	$ 2,050	$ 5,200	$ 7,575	$ 201,
Expenditures:												
General Government	7,275,894	-	-	-	-	-	-	-	-	-	-	190,(
Public Safety	14,417,133	-	-	-	-	-	-	-	-	18,000	40,000	
Development Services	4,016,663	-	-	-	-	-	-	-	-	-	-	
Public Services	8,236,596	-	-	-	-	-	-	5,185,000	-	-	-	
Utilities	-	-	27,714,539	2,510,000	5,500,000	900,943	624,040	-	-	-	-	
Debt Service	-	10,498,759	-	-	-	-	-	-	-	-	-	
Transfers Out	845,914	-	2,069,982	-	1,500,000	-	-	-	-	-	-	
Total Expenditures	$ 34,792,200	$ 10,498,759	$ 29,784,521	$ 2,510,000	$ 7,000,000	$ 900,943	$ 624,040	$ 5,185,000	$ -	$ 18,000	$ 40,000	$ 190,(
Ending Fund Balance	$ 8,707,908	$ 2,488,764	$ 12,178,237	$ 1,809,563	$ 20,422,401	$ 1,123,470	$ 1,278,089	$ 2,416,234	$ 4,089	$ 105,774	$ 100,731	$ 581,5

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

COMBINED BUDGET SUMMARY

FY 2022-2023

			Governmental					CIP	TIRZ	Component Units		
Integrity (123)	Downtown (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 (621,621A,721, 622, 722)	TIRZ 11 (311)	EDC (401)	CDC (402)	Total Adopted City Budget
$1,166,543	**$ 25,425**	**$ 1,818,800**	**$ 1,263,809**	**$ 4,201,146**	**$ 4,400,196**	**$3,053,883**	**$ 5,612,666**	**$ 104,354,803**	**$ 372,717**	**$ 2,653,705**	**$ 2,234,995**	**$ 191,271,158**
-	-	-	-	-	-	-	-	-	-	-	-	22,311,200
-	-	-	-	-	-	-	-	-	-	1,925,000	1,858,570	7,033,570
-	-	-	-	-	-	-	-	-	-	-	-	997,450
-	-	-	-	-	-	-	-	-	-	-	-	10,025,000
325,000	-	900,000	-	550,000	-	-	1,626,000	-	-	-	-	44,347,275
-	-	-	-	-	-	-	-	-	472,860	-	-	872,860
-	115,000	-	-	-	-	-	-	-	-	3,000	-	1,462,990
2,000	500	1,000	1,000	11,000	8,500	4,000	15,000	100,000	500	20,000	2,500	618,950
-	-	750,000	-	-	845,914	-	-	-	-	-	-	4,515,896
$ 327,000	**$ 115,500**	**$ 1,651,000**	**$ 1,000**	**$ 561,000**	**$ 854,414**	**$ 4,000**	**$ 1,641,000**	**$ 100,000**	**$ 473,360**	**$ 1,948,000**	**$ 1,861,070**	**$ 92,185,191**
412,500	124,153	-	-	-	-	140,000	-	-	-	1,584,511	75,000	9,802,058
-	-	-	-	-	221,000	850,573	-	-	-	-	-	15,546,706
-	-	-	-	1,000,000	68,373	150,000	2,000,000	-	-	-	-	7,235,036
-	-	1,028,491	850,000	-	80,000	479,488	-	30,504,072	400,000	-	-	46,763,647
-	-	-	-	-	-	-	-	17,054,115	-	-	-	54,303,637
-	-	-	-	-	-	-	-	-	-	-	-	10,498,759
100,000	-	-	-	-	-	-	-	-	-	-	-	4,515,896
$ 512,500	**$ 124,153**	**$ 1,028,491**	**$ 850,000**	**$ 1,000,000**	**$ 369,373**	**$1,620,061**	**$ 2,000,000**	**$ 47,558,187**	**$ 400,000**	**$ 1,584,511**	**$ 75,000**	**$ 148,665,739**
$ 981,043	**$ 16,772**	**$ 2,441,309**	**$ 414,809**	**$ 3,762,146**	**$ 4,885,237**	**$1,437,822**	**$ 5,253,666**	**$ 56,896,616**	**$ 446,077**	**$ 3,017,194**	**$ 4,021,065**	**$ 134,790,610**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.

FY 2022 - 2023
Proposed Fund Budgets

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

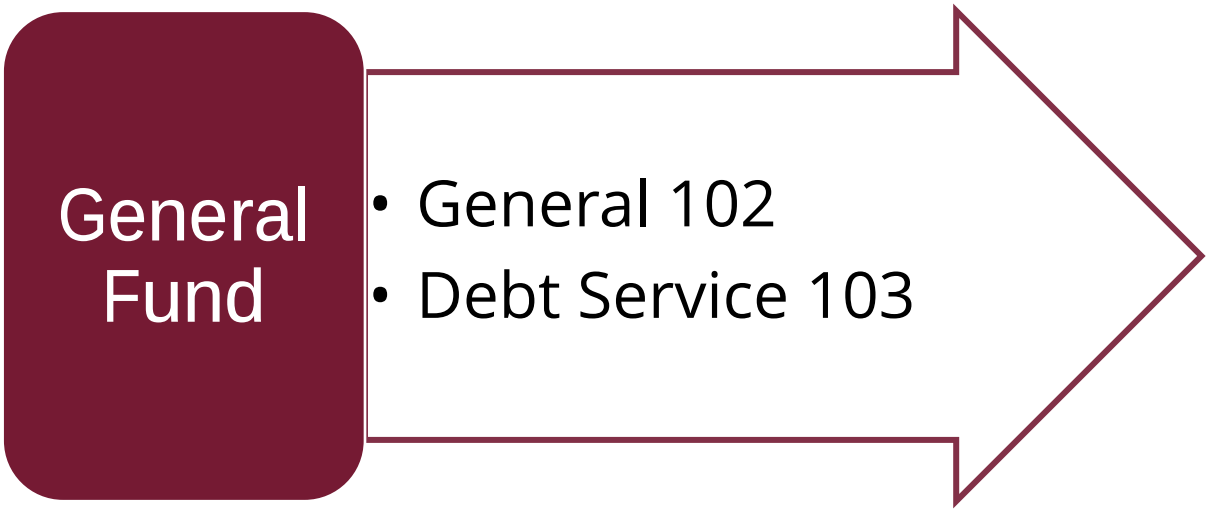
CELINA TEXAS EST. 1876

Life Connected.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

General Fund - 102

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 8,865,847**	**$ 9,348,977**	**$ 9,348,977**	**$ 16,328,612**	**$ 12,075,154**
Revenues					
Fines & Fees	$ 17,954,960	$ 13,369,600	$ 13,896,171	$ 14,706,362	$ 13,771,000
Taxes	11,516,165	12,627,581	12,627,581	13,455,638	15,331,533
Grants	1,270,374	30,000	30,000	55,520	-
Contributions & Donations	290,525	230,550	231,700	276,010	348,250
Interest Income	124,953	150,000	150,000	150,000	195,000
Other Revenue	523,832	694,255	729,262	734,272	748,340
Total Revenues	**$ 31,680,809**	**$ 27,101,986**	**$ 27,664,714**	**$ 29,377,802**	**$ 30,394,123**
Expenditures					
GIS	$ 197,847	$ 233,538	$ 233,538	$ 233,078	$ 364,378
Facility Maintenance	450,826	555,747	555,747	510,847	608,324
Information Technology	947,643	1,252,146	1,252,146	1,251,221	1,819,073
Finance	1,078,128	1,410,621	1,489,721	1,458,191	1,711,510
Library	242,967	465,490	466,640	442,058	447,337
City Secretary	202,940	236,906	287,906	287,654	340,173
Development Services	2,706,953	3,592,000	3,626,019	3,379,709	3,652,285
Administration	1,577,594	2,017,604	2,017,604	2,114,481	2,178,231
Municipal Court	181,964	206,854	206,854	205,954	228,778
Fire & EMS	5,016,144	5,604,843	5,988,546	6,002,245	6,900,617
Streets	1,369,200	1,699,031	1,699,031	1,615,568	1,922,185
Police	4,321,099	6,320,162	6,461,999	6,229,999	7,287,738
Parks	1,593,577	1,594,268	1,755,545	1,745,076	2,019,727
Marketing	453,011	1,241,105	1,241,105	1,240,955	1,455,324
Engineering	1,656,666	1,965,102	2,042,502	2,044,722	2,392,023
Human Resources	376,141	448,598	468,598	468,598	618,583
Total Expenditures	**$ 22,372,698**	**$ 28,844,015**	**$ 29,793,501**	**$ 29,230,356**	**$ 33,946,286**
Total available resources less expenditures	**$ 18,173,958**	**$ 7,606,948**	**$ 7,220,190**	**$ 16,476,058**	**$ 8,522,991**
Other Financing Sources (Uses)					
Transfers In	$ 1,254,790	$ 903,720	$ 948,720	$ 948,720	$ 1,030,831
Transfers Out	2,872,225	849,624	5,349,624	5,349,624	845,914
Total other financing sources (uses)	**$ (1,617,435)**	**$ 54,096**	**$ (4,400,904)**	**$ (4,400,904)**	**$ 184,917**
Fund Balance, End of Year	**$ 16,556,523**	**$ 7,661,044**	**$ 2,819,286**	**$ 12,075,154**	**$ 8,707,908**
Fund Balances:					
Restricted for:					
Prepaids and Inventory	$ 227,911	$ -	$ -	$ -	$ -
Unassigned:					
Fund Balance	$ 16,328,612	$ 7,661,044	$ 2,819,286	$ 12,075,154	$ 8,707,908
Total Fund Balances	**$ 16,556,523**	**$ 7,661,044**	**$ 2,819,286**	**$ 12,075,154**	**$ 8,707,908**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

General Fund - 102
Revenue Summary

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
REVENUES					
4100 SALES TAX	$ 2,930,968	$ 2,300,000	$ 2,300,000	$ 3,500,000	$ 3,850,000
4101 PROPERTY TAX-CURRENT	10,425,657	12,614,051	12,614,051	12,614,051	16,227,475
4102 PROPERTY TAX-CONTRA	(2,354,257)	(2,837,744)	(2,837,744)	(3,024,687)	(5,100,181)
4103 PROPERTY TAX-DELINQUENT	190,466	134,274	134,274	134,274	146,789
4104 SALES TAX REBATE	(292,982)	(200,000)	(200,000)	(500,000)	(600,000)
4105 FRANCHISE TAXES - ELECTRICITY	405,763	400,000	400,000	450,000	500,000
4106 FRANCHISE TAXES - GAS	154,004	150,000	150,000	232,000	260,000
4107 FRANCHISE TAXES - TELEPHONE	11,898	15,000	15,000	10,000	8,000
4108 FRANCHISE TAXES - CABLE TV	30,372	40,000	40,000	24,000	22,000
4112 MIXED BEVERAGE TAX	14,274	12,000	12,000	16,000	17,450
4200 PERMITS	13,832,140	10,000,000	10,000,000	11,000,000	10,000,000
4201 DEVELOPMENT FEES	236,218	150,000	150,000	200,000	200,000
4202 CONSTRUCTION INSPECTION FEES	2,017,134	700,000	700,000	1,200,000	800,000
4208 ISD PERMIT FEES	-	-	-	(232,252)	-
4210 PROFESSIONAL STUDY FEES	66,335	100,000	130,000	100,000	150,000
4300 COURT FINES	48,997	90,000	90,000	90,000	120,000
4301 COURT FINES TIME PAY	327	600	600	600	500
4302 COURT FINES DEF DISPOSITION	46,671	50,000	50,000	50,000	50,000
4305 CREDIT CARD FEES	383,369	400,000	400,000	200,000	230,000
4310 EMS SERVICE FEES	389,637	350,000	350,000	350,000	450,000
4311 FIRE INSPECTION FEES	16,042	3,000	3,000	65,000	50,000
4312 ALARM PERMIT FEES	32,106	22,000	22,000	22,000	25,000
4313 MUD1 FIRE/EMS AND POLICE FEES	801,758	1,300,000	1,661,571	1,250,000	1,275,000
4314 HEALTH INSPECTION FEES	175	5,000	5,000	28,000	15,000
4315 PID ADMINISTRATION FEES	50,000	199,000	239,000	254,000	250,000
4318 FIELD/PAVILLION RENTAL FEE	20,478	-	45,000	45,000	45,000
4319 FIRE/POLICE FEES GREEN MEADOWS	7,178	-	50,000	83,614	110,000
4329 LIEN RELEASE FEE	6,395	-	-	400	500
4400 INTEREST INCOME	124,953	150,000	150,000	150,000	195,000
4502 SAFER GRANT	1,199,891	-	-	25,520	-
4506 FAMILY AND CHILD VIOLENCE GRANT	70,483	30,000	30,000	30,000	-
4604 LIBRARY DONATIONS	2,802	1,500	2,650	1,500	1,000
4610 COUNTY LIBRARY FUNDS	19,746	18,000	18,000	18,000	18,000
4611 CONTRIBUTIONS	90,648	41,050	41,050	35,250	85,250
4612 CITY SPONSORED EVENTS DONATIONS	1,266	2,000	2,000	2,000	2,000
4613 CRAFT AND CORK	5,022	11,500	11,500	-	-
4618 SPECIAL EVENTS	-	-	-	50	-
4621 CAJUN FEST	137,671	113,000	113,000	107,040	118,000
4622 BEWARE	306	8,000	8,000	24,670	34,000
4623 CHRISTMAS ON THE SQUARE	1,241	10,500	10,500	42,000	40,000
4624 SPLASH N BLAST	31,825	25,000	25,000	45,500	50,000
4700 POLICE REPORTS	783	1,000	1,000	1,000	500
4702 COUNTY REBATE OF CHILD SAFETY	9,419	2,000	2,000	8,000	8,000
4703 COLLIN CO FIREMAN'S ASSOC	57,824	75,000	75,000	54,870	52,000
4704 DENTON CO FIREMAN'S ASSOC	10,000	10,000	10,000	10,000	10,000
4707 INSURANCE PROCEEDS	43,898	-	-	-	-
4708 SALE OF ASSETS	292	-	-	102	-
4710 PARK FACILITIES USAGE REVENUE	252,366	216,455	236,455	265,000	231,500
4711 PARK CONCESSION STAND REVENUE	26,575	44,000	44,000	44,000	45,000
4712 MERCHANDISE SALES	3,626	-	-	-	-
4715 KEEP CELINA BEAUTIFUL PROJECT	-	5,000	5,000	-	-
4722 INTERGOVERNMENTAL REVENUE	-	145,800	145,800	145,800	150,000
4748 SRO REVENUE FEE	-	-	160,000	160,000	248,840
4758 REIMBURSEMENT - OTHER	73,897	-	15,007	43,000	-
4799 MISCELLANEOUS REVENUE	45,152	195,000	35,000	2,500	2,500
4900 TRANSFERS IN	1,254,790	903,720	948,720	948,720	1,030,831
TOTAL REVENUES	**$ 32,935,599**	**$ 28,005,706**	**$ 28,613,434**	**$ 30,326,522**	**$ 31,424,954**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

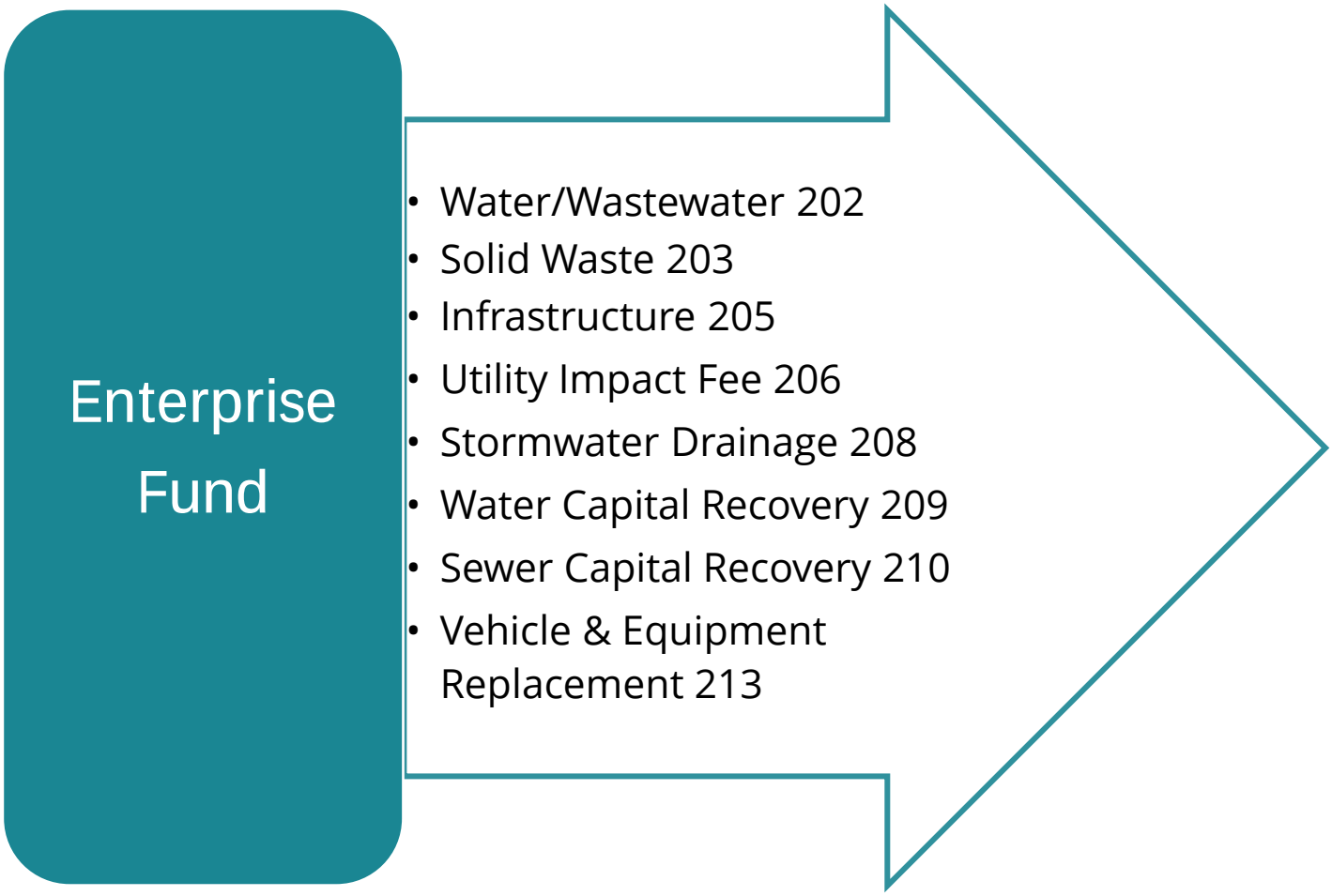
Debt Service Fund - 103
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 2,228,648**	**$ 2,212,549**	**$ 2,212,549**	**$ 2,170,989**	**$ 1,925,406**
Revenues					
Taxes	$ 4,515,868	$ 5,291,030	$ 6,401,552	$ 6,401,552	$ 11,037,117
Interest Income	32,912	25,000	25,000	21,500	25,000
Other Revenue	7,940,173	-	-	-	-
Total Revenues	**$ 12,488,953**	**$ 5,316,030**	**$ 6,426,552**	**$ 6,423,052**	**$ 11,062,117**
Expenditures					
Principal	$ 3,340,200	$ 2,605,000	$ 2,605,000	$ 2,605,000	$ 5,330,000
Interest	2,012,300	4,061,485	4,061,485	4,061,485	5,167,359
Issuance Charges	104,749	-	-	-	-
Miscellaneous	7,884,564	2,150	2,150	2,150	1,400
Total Expenditures	**$ 13,341,813**	**$ 6,668,635**	**$ 6,668,635**	**$ 6,668,635**	**$ 10,498,759**
Total available resources less expenditures	**$ 1,375,789**	**$ 859,944**	**$ 1,970,466**	**$ 1,925,406**	**$ 2,488,764**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	(795,200)	-	-	-	-
Total other financing sources (uses)	**$ 795,200**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 2,170,989**	**$ 859,944**	**$ 1,970,466**	**$ 1,925,406**	**$ 2,488,764**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.

Water/Wastewater Fund - 202

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Working Capital, Beginning of Year	**$ 9,517,011**	**$ 11,921,567**	**$ 11,921,567**	**$ 14,609,873**	**$ 13,791,358**
Revenues					
Water Sales	$ 9,439,507	$ 8,700,000	$ 9,200,000	$ 11,900,000	$ 13,600,000
Wastewater Sales	7,078,609	6,400,000	6,900,000	7,365,000	8,100,000
Water/Wastewater Connection Fees	7,366,457	5,518,500	5,518,500	5,074,000	4,435,000
Meter Revenue	960,752	660,000	660,000	715,000	550,000
Developer Revenue	850,000	650,000	650,000	650,000	650,000
Trash & Recycling*	1,782,086	1,905,000	-	-	-
Fines & Fees	218,603	185,400	185,400	260,000	240,000
Miscellaneous Revenue	82,879	26,400	26,400	41,400	41,400
Interest Income	141,915	125,000	125,000	125,000	155,000
Other - Intergovernmental/Grant	1,029,133	400,000	400,000	400,000	400,000
Reimbursement - Other	-	-	310,266	208,083	-
Total Revenues	**$ 28,949,942**	**$ 24,570,300**	**$ 23,975,566**	**$ 26,738,483**	**$ 28,171,400**
Expenditures					
Water Department	$ 9,131,884	$ 9,633,030	$ 10,400,173	$ 10,253,471	$ 11,252,353
Wastewater Department	3,379,227	2,919,966	3,400,000	3,268,346	3,381,862
Utility Billing	457,082	705,256	885,000	882,046	932,660
Trash & Recycling*	1,456,141	1,895,000	-	-	-
Fleet	17	124,790	99,890	99,890	107,196
Debt Service - City Issued	5,629,667	7,419,171	7,419,171	7,419,171	10,442,963
Debt Service - UTRWD	1,742,238	1,598,220	1,598,220	1,598,220	1,597,505
Total Expenditures	**$ 21,796,257**	**$ 24,295,433**	**$ 23,802,454**	**$ 23,521,144**	**$ 27,714,539**
Total available resources less expenditures	**$ 16,670,696**	**$ 12,196,434**	**$ 12,094,679**	**$ 17,827,212**	**$ 14,248,219**
Other Financing Sources (Uses)					
Transfers In	$ 500,000	$ -	$ -	$ -	$ -
Transfers Out	2,560,823	1,535,854	4,035,854	4,035,854	2,069,982
Total other financing sources (uses)	**$ (2,060,823)**	**$ (1,535,854)**	**$ (4,035,854)**	**$ (4,035,854)**	**$ (2,069,982)**
Working Capital, End of Year	**$ 14,609,873**	**$ 10,660,580**	**$ 8,058,825**	**$ 13,791,358**	**$ 12,178,237**

*Trash & Recycling moved to Solid Waste Fund - 203.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Solid Waste Fund - 203

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,649,563**
Revenues					
Trash Franchise Fee	$ -	$ -	$ 85,000	$ 173,000	$ 190,000
Trash & Recycling Sales	-	-	1,820,000	2,195,563	2,478,000
Interest Income	-	-	-	1,000	2,000
Total Revenues	**$ -**	**$ -**	**$ 1,905,000**	**$ 2,369,563**	**$ 2,670,000**
Expenditures					
Solid Waste Operations	$ -	$ -	$ 1,895,000	$ 1,720,000	$ 2,510,000
Total Expenditures		**$ -**	**$ 1,895,000**	**$ 1,720,000**	**$ 2,510,000**
Total available resources less expenditures	**$ -**	**$ -**	**$ 10,000**	**$ 649,563**	**$ 1,809,563**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ 1,000,000	$ 1,000,000	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ 1,000,000**	**$ 1,000,000**	**$ -**
Fund Balance, End of Year	**$ -**	**$ -**	**$ 1,010,000**	**$ 1,649,563**	**$ 1,809,563**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Water/Wastewater
Infrastructure, Impact & Capital Fee Fund - 205, 206, 209, 210
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 16,261,717**	**$ 23,140,645**	**$ 23,140,645**	**$ 25,489,406**	**$ 22,327,901**
Revenues					
Infrastructure Fees (205)	$ -	$ -	$ -	$ -	$ -
Water/Wastewater Impact Fees (206)	6,095,868	2,000,000	2,000,000	3,725,000	2,000,000
Water Capital Recovery Fees (209)	3,144,549	1,000,000	1,000,000	1,800,000	1,000,000
Wastewater Capital Recovery Fees (210)	3,159,539	1,000,000	1,000,000	1,800,000	1,300,000
Interest Income (205, 206, 209, 210)	140,818	100,000	100,000	75,000	44,500
Total Revenues	**$ 12,540,774**	**$ 4,100,000**	**$ 4,100,000**	**$ 7,400,000**	**$ 4,344,500**
Expenditures					
Infrastructure Operations (205)	$ -	$ -	$ -	$ -	$ -
Water/Wastewater Impact Operations (206)	475	5,000,000	12,500,000	11,711,931	3,000,000
Water Capital Recovery Operations (209)	914,586	1,000,000	1,000,000	349,574	1,000,000
Wastewater Capital Recovery Operations (210)	500,000	1,000,000	1,000,000	-	1,500,000
Total Expenditures	**$ 1,415,061**	**$ 7,000,000**	**$ 14,500,000**	**$ 12,061,505**	**$ 5,500,000**
Total available resources less expenditures	**$ 27,387,431**	**$ 20,240,645**	**$ 12,740,645**	**$ 20,827,901**	**$ 21,172,401**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ 1,500,000	$ 1,500,000	$ 750,000
Transfers Out	1,898,024	-	-	-	1,500,000
Total other financing sources (uses)	**$ (1,898,024)**	**$ -**	**$ 1,500,000**	**$ 1,500,000**	**$ (750,000)**
Fund Balance, End of Year	**$ 25,489,406**	**$ 20,240,645**	**$ 14,240,645**	**$ 22,327,901**	**$ 20,422,401**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Stormwater Drainage Fund - 208
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 776,730**	**$ 765,724**	**$ 765,724**	**$ 1,295,128**	**$ 776,013**
Revenues					
Stormwater Fees	$ 777,412	$ 780,000	$ 780,000	$ 780,000	$ 840,000
Contributions	250,000	-	-	-	-
Interest Income	6,956	6,500	6,500	5,100	8,400
Total Revenues	**$ 1,034,367**	**$ 786,500**	**$ 786,500**	**$ 785,100**	**$ 848,400**
Expenditures					
Stormwater Drainage Operations	$ 515,969	$ 1,078,543	$ 1,613,715	$ 1,604,215	$ 900,943
Total Expenditures	**$ 515,969**	**$ 1,078,543**	**$ 1,613,715**	**$ 1,604,215**	**$ 900,943**
Total available resources less expenditures	**$ 1,295,128**	**$ 473,681**	**$ (61,491)**	**$ 476,013**	**$ 723,470**
Other Financing Sources (Uses)					
Transfers In	$ -	$ 300,000	$ 300,000	$ 300,000	$ 400,000
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 400,000**
Fund Balance, End of Year	**$ 1,295,128**	**$ 773,681**	**$ 238,509**	**$ 776,013**	**$ 1,123,470**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

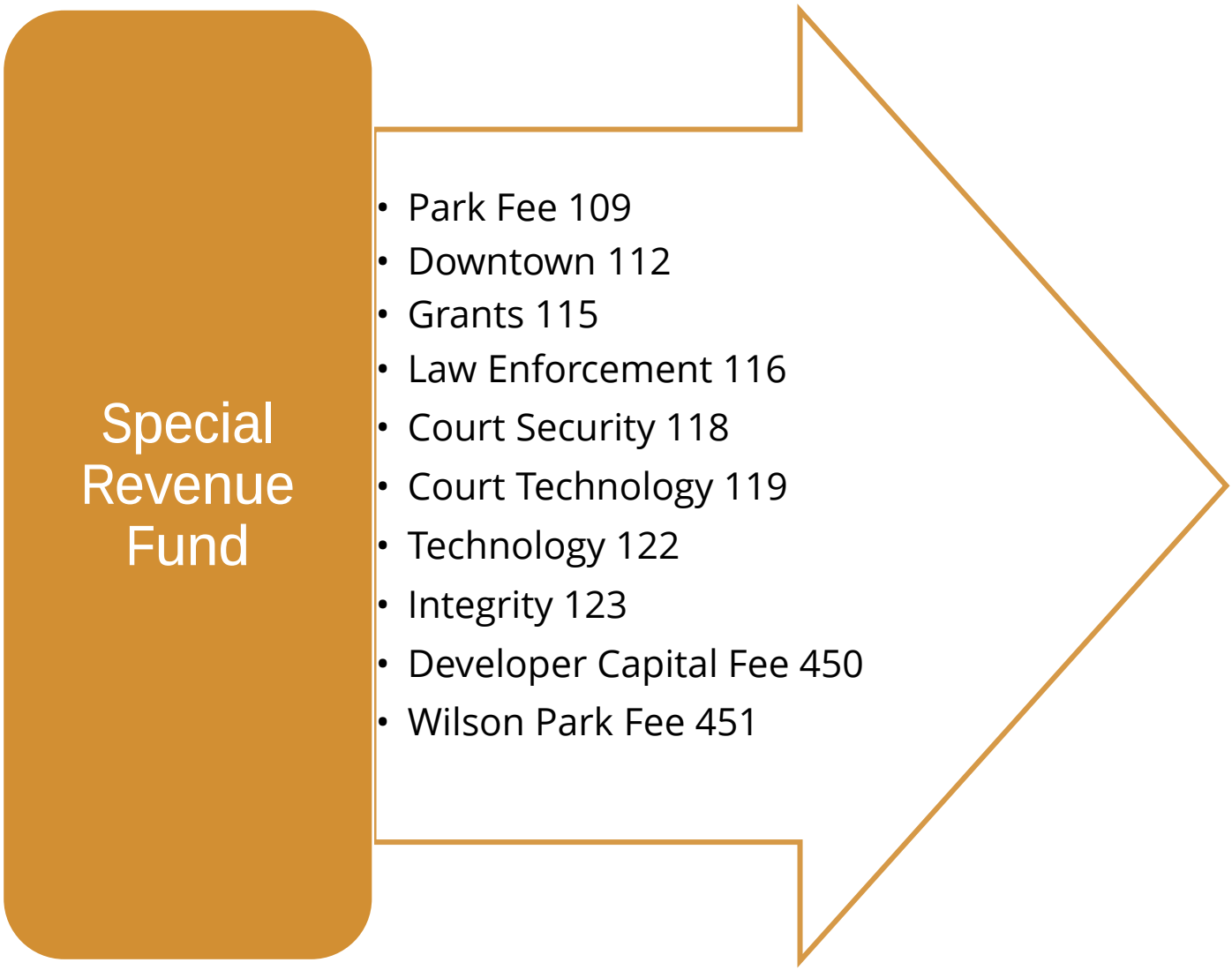
Utility Vehicle & Equipment Replacement Fund - 213
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ -**	**$ 906,895**	**$ 906,895**	**$ 906,895**	**$ 1,161,978**
Revenues					
Miscellaneous Revenue	$ -	$ -	$ -	$ -	$ -
Interest Income	-	1,000	1,000	500	1,000
Total Revenues	**$ -**	**$ 1,000**	**$ 1,000**	**$ 500**	**$ 1,000**
Expenditures					
Capital Expenditures	$ -	$ 49,729	$ 86,729	$ 77,551	$ 624,040
Total Expenditures	**$ -**	**$ 49,729**	**$ 86,729**	**$ 77,551**	**$ 624,040**
Total available resources less expenditures	**$ -**	**$ 858,166**	**$ 821,166**	**$ 829,844**	**$ 538,938**
Other Financing Sources (Uses)					
Transfers In	$ 906,895	$ 332,134	$ 332,134	$ 332,134	$ 739,151
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 906,895**	**$ 332,134**	**$ 332,134**	**$ 332,134**	**$ 739,151**
Fund Balance, End of Year	**$ 906,895**	**$ 1,190,300**	**$ 1,153,300**	**$ 1,161,978**	**$ 1,278,089**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.

Park Fee Fund - 109

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 3,132,007**	**$ 3,225,390**	**$ 3,225,390**	**$ 4,751,911**	**$ 5,581,234**
Revenues					
Park Fees	$ 5,295,776	$ 1,200,000	$ 1,200,000	$ 3,296,500	$ 2,000,000
Grants	1,500,000	-	-	-	-
Developer Revenue	2,304,137	-	-	-	-
Interest Income	42,242	25,000	25,000	14,661	20,000
Total Revenues	**$ 9,142,156**	**$ 1,225,000**	**$ 1,225,000**	**$ 3,311,161**	**$ 2,020,000**
Expenditures					
Parks & Recreation	$ 4,909,752	$ 2,500,000	$ 2,500,000	$ 2,481,838	$ 5,185,000
Total Expenditures	**$ 4,909,752**	**$ 2,500,000**	**$ 2,500,000**	**$ 2,481,838**	**$ 5,185,000**
Total available resources less expenditures	**$ 7,364,411**	**$ 1,950,390**	**$ 1,950,390**	**$ 5,581,234**	**$ 2,416,234**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	2,612,500	-	-	-	-
Total other financing sources (uses)	**$ (2,612,500)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 4,751,911**	**$ 1,950,390**	**$ 1,950,390**	**$ 5,581,234**	**$ 2,416,234**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Grants Fund - 115

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 10,727**	**$ 12,788**	**$ 12,788**	**$ 12,788**	**$ 2,039**
Revenues					
Grants	$ 8,873	$ -	$ -	$ 1,926	$ 2,000
Interest Income	85	-	-	35	50
Total Revenues	**$ 8,958**	**$ -**	**$ -**	**$ 1,961**	**$ 2,050**
Expenditures					
Operations	$ 6,897	$ -	$ 12,710	$ 12,710	$ -
Total Expenditures	**$ 6,897**	**$ -**	**$ 12,710**	**$ 12,710**	**$ -**
Total available resources less expenditures	**$ 12,788**	**$ 12,788**	**$ 78**	**$ 2,039**	**$ 4,089**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 12,788**	**$ 12,788**	**$ 78**	**$ 2,039**	**$ 4,089**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Law Enforcement Fund - 116

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 25,833**	**$ 36,619**	**$ 36,619**	**$ 36,619**	**$ 118,574**
Revenues					
Police Seizures	$ 10,593	$ -	$ 25,000	$ 122,804	$ 5,000
Interest Income	194	-	-	150	200
Total Revenues	**$ 10,786**	**$ -**	**$ 25,000**	**$ 122,954**	**$ 5,200**
Expenditures					
Operations	$ -	$ -	$ 41,000	$ 41,000	$ 18,000
Total Expenditures	**$ -**	**$ -**	**$ 41,000**	**$ 41,000**	**$ 18,000**
Total available resources less expenditures	**$ 36,619**	**$ 36,619**	**$ 20,619**	**$ 118,574**	**$ 105,774**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 36,619**	**$ 36,619**	**$ 20,619**	**$ 118,574**	**$ 105,774**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Court Security/Technology Fund - 118, 119

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 120,491**	**$ 105,917**	**$ 105,917**	**$ 126,356**	**$ 133,156**
Revenues					
Court Security/Technology Revenue	$ 5,907	$ 5,000	$ 5,000	$ 6,500	$ 7,275
Interest Income	830	100	100	300	300
Total Revenues	**$ 6,738**	**$ 5,100**	**$ 5,100**	**$ 6,800**	**$ 7,575**
Expenditures					
Municipal Court Administration	$ 873	$ 20,000	$ 20,000	$ -	$ 40,000
Total Expenditures	**$ 873**	**$ 20,000**	**$ 20,000**	**$ -**	**$ 40,000**
Total available resources less expenditures	**$ 126,356**	**$ 91,017**	**$ 91,017**	**$ 133,156**	**$ 100,731**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 126,356**	**$ 91,017**	**$ 91,017**	**$ 133,156**	**$ 100,731**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Technology Fund - 122

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 175,659**	**$ 385,043**	**$ 385,043**	**$ 548,150**	**$ 570,092**
Revenues					
Technology Fees	$ 587,000	$ 200,000	$ 200,000	$ 325,000	$ 200,000
Interest Income	2,891	1,500	1,500	1,500	1,500
Total Revenues	**$ 589,891**	**$ 201,500**	**$ 201,500**	**$ 326,500**	**$ 201,500**
Expenditures					
Operations	$ 17,400	$ 100,000	$ 325,000	$ 304,558	$ 190,000
Total Expenditures	**$ 17,400**	**$ 100,000**	**$ 325,000**	**$ 304,558**	**$ 190,000**
Total available resources less expenditures	**$ 748,150**	**$ 486,543**	**$ 261,543**	**$ 570,092**	**$ 581,592**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	200,000	-	-	-	-
Total other financing sources (uses)	**$ (200,000)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 548,150**	**$ 486,543**	**$ 261,543**	**$ 570,092**	**$ 581,592**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Integrity Fund - 123

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 267,294**	**$ 426,794**	**$ 426,794**	**$ 550,493**	**$ 1,166,543**
Revenues					
Fees	$ 398,326	$ 335,000	$ 597,500	$ 940,000	$ 325,000
Interest Income	2,729	2,000	2,000	2,000	2,000
Total Revenues	**$ 401,055**	**$ 337,000**	**$ 599,500**	**$ 942,000**	**$ 327,000**
Expenditures					
Operations	$ 117,856	$ 170,000	$ 433,750	$ 325,950	$ 412,500
Total Expenditures	**$ 117,856**	**$ 170,000**	**$ 433,750**	**$ 325,950**	**$ 412,500**
Total available resources less expenditures	**$ 550,493**	**$ 593,794**	**$ 592,544**	**$ 1,166,543**	**$ 1,081,043**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	100,000
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ (100,000)**
Fund Balance, End of Year	**$ 550,493**	**$ 593,794**	**$ 592,544**	**$ 1,166,543**	**$ 981,043**
Fund Balances:					
Restricted for:					
Warning Device Program	$ -	$ 150,000	$ 150,000	$ 390,000	$ 465,000
Unassigned:					
Integrity Fund Programs	$ 550,493	$ 443,794	$ 442,544	$ 776,543	$ 516,043
Total Fund Balances	**$ 550,493**	**$ 593,794**	**$ 592,544**	**$ 1,166,543**	**$ 981,043**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Downtown Fund - 112

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 71,403**	**$ 92,593**	**$ 92,593**	**$ 77,680**	**$ 25,425**
Revenues					
Contributions & Donations	$ 81,554	$ 65,000	$ 65,000	$ 25,500	$ 115,000
Grants	-	-	-	-	-
Interest Income	623	900	900	225	500
Total Revenues	**$ 82,177**	**$ 65,900**	**$ 65,900**	**$ 25,725**	**$ 115,500**
EXPENDITURES					
Main Street Operations	$ 75,900	$ 93,000	$ 93,000	$ 77,980	$ 124,153
Total Expenditures	**$ 75,900**	**$ 93,000**	**$ 93,000**	**$ 77,980**	**$ 124,153**
Total available resources less expenditures	**$ 77,680**	**$ 65,493**	**$ 65,493**	**$ 25,425**	**$ 16,772**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 77,680**	**$ 65,493**	**$ 65,493**	**$ 25,425**	**$ 16,772**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Developer Capital Fees - 450

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 11,575**	**$ 14,075**	**$ 14,075**	**$ 175,199**	**$ 376,300**
Revenues					
Capital Recovery Fees	$ 1,018,060	$ 1,028,491	$ 1,028,491	$ 400,000	$ 700,000
Interest Income	3,090	2,500	2,500	1,100	-
Total Revenues	**$ 1,021,150**	**$ 1,030,991**	**$ 1,030,991**	**$ 401,100**	**$ 700,000**
EXPENDITURES					
Developers Incentive Payment	$ 857,526	$ 1,028,491	$ 1,028,491	$ 200,000	$ 1,028,491
Total Expenditures	**$ 857,526**	**$ 1,028,491**	**$ 1,028,491**	**$ 200,000**	**$ 1,028,491**
Total available resources less expenditures	**$ 175,199**	**$ 16,575**	**$ 16,575**	**$ 376,299**	**$ 47,809**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ 750,000
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ 750,000**
Fund Balance, End of Year	**$ 175,199**	**$ 16,575**	**$ 16,575**	**$ 376,299**	**$ 797,809**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Wilson Park Fees - 451

Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ -**	**$ 1,212,500**	**$ 1,212,500**	**$ 1,251,501**	**$ 1,442,501**
Revenues					
Park Fees	$ 39,001	$ 517,500	$ 517,500	$ 190,000	$ 200,000
Interest Income	-	2,500	2,500	1,000	1,000
Total Revenues	**$ 39,001**	**$ 520,000**	**$ 520,000**	**$ 191,000**	**$ 201,000**
EXPENDITURES					
Construction	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total available resources less expenditures	**$ 39,001**	**$ 1,732,500**	**$ 1,732,500**	**$ 1,442,501**	**$ 1,643,501**
Other Financing Sources (Uses)					
Transfers In	$ 1,212,500	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 1,212,500**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 1,251,501**	**$ 1,732,500**	**$ 1,732,500**	**$ 1,442,501**	**$ 1,643,501**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Street Construction Fund - 106
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ -**	**$ 950,000**	**$ 950,000**	**$ 950,000**	**$ 1,263,809**
Revenues					
Contributions	$ -	$ -	$ -	$ -	$ -
Intergovernmental Revenue	-	-	-	-	-
Interest Income	-	-	-	1,000	1,000
Total Revenues	**$ -**	**$ -**	**$ -**	**$ 1,000**	**$ 1,000**
Expenditures					
Street Construction Operations	$ -	$ 850,000	$ 850,000	$ 687,191	$ 850,000
Total Expenditures	**$ -**	**$ 850,000**	**$ 850,000**	**$ 687,191**	**$ 850,000**
Total available resources less expenditures	**$ -**	**$ 100,000**	**$ 100,000**	**$ 263,809**	**$ 414,809**
Other Financing Sources (Uses)					
Transfers In	$ 950,000	$ -	$ 1,000,000	$ 1,000,000	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 950,000**	**$ -**	**$ 1,000,000**	**$ 1,000,000**	**$ -**
Fund Balance, End of Year	**$ 950,000**	**$ 100,000**	**$ 1,100,000**	**$ 1,263,809**	**$ 414,809**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Roadway Impact Fees Fund - 107
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 1,976,687**	**$ 2,855,141**	**$ 2,855,141**	**$ 3,059,450**	**$ 4,201,146**
Revenues					
Road Impact Fees	$ 1,609,668	$ 300,000	$ 300,000	$ 1,717,204	$ 550,000
Other Revenue	-	-	-	-	-
Interest Income	16,399	8,000	8,000	11,000	11,000
Total Revenues	**$ 1,626,066**	**$ 308,000**	**$ 308,000**	**$ 1,728,204**	**$ 561,000**
Expenditures					
Road Impact Operations	$ 543,303	$ 1,000,000	$ 1,081,000	$ 586,508	$ 1,000,000
Total Expenditures	**$ 543,303**	**$ 1,000,000**	**$ 1,081,000**	**$ 586,508**	**$ 1,000,000**
Total available resources less expenditures	**$ 3,059,450**	**$ 2,163,141**	**$ 2,082,141**	**$ 4,201,146**	**$ 3,762,146**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 3,059,450**	**$ 2,163,141**	**$ 2,082,141**	**$ 4,201,146**	**$ 3,762,146**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Vehicle & Equipment Replacement Fund - 113
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 4,288,463**	**$ 3,741,506**	**$ 3,741,506**	**$ 3,976,082**	**$ 4,400,196**
Revenues					
Miscellaneous Revenue	$ -	$ -	$ -	$ 30,100	$ -
Interest Income	27,419	15,000	15,000	10,000	8,500
Total Revenues	**$ 27,419**	**$ 15,000**	**$ 15,000**	**$ 40,100**	**$ 8,500**
Expenditures					
Capital Expenditures	$ 885,417	$ 163,846	$ 534,689	$ 465,610	$ 369,373
Total Expenditures	**$ 885,417**	**$ 163,846**	**$ 534,689**	**$ 465,610**	**$ 369,373**
Total available resources less expenditures	**$ 3,430,464**	**$ 3,592,660**	**$ 3,221,817**	**$ 3,550,572**	**$ 4,039,323**
Other Financing Sources (Uses)					
Transfers In	$ 635,725	$ 849,624	$ 849,624	$ 849,624	$ 845,914
Transfers Out	90,107	-	-	-	-
Total other financing sources (uses)	**$ 545,618**	**$ 849,624**	**$ 849,624**	**$ 849,624**	**$ 845,914**
Fund Balance, End of Year	**$ 3,976,082**	**$ 4,442,284**	**$ 4,071,441**	**$ 4,400,196**	**$ 4,885,237**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Capital Acquisition Fund - 120
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 1,983,189**	**$ 1,314,585**	**$ 1,314,585**	**$ 1,120,596**	**$ 3,053,883**
Revenues					
Intergovernmental Revenue	$ 461,550	$ -	$ -	$ -	$ -
Interest Income	9,096	10,000	10,000	6,000	4,000
Total Revenues	**$ 470,646**	**$ 10,000**	**$ 10,000**	**$ 6,000**	**$ 4,000**
Expenditures					
Capital Acquisitions	$ 2,119,739	$ 750,000	$ 3,030,000	$ 2,622,713	$ 1,620,061
Total Expenditures	**$ 2,119,739**	**$ 750,000**	**$ 3,030,000**	**$ 2,622,713**	**$ 1,620,061**
Total available resources less expenditures	**$ 334,096**	**$ 574,585**	**$ (1,705,415)**	**$ (1,496,117)**	**$ 1,437,822**
Other Financing Sources (Uses)					
Transfers In	$ 786,500	$ -	$ 4,550,000	$ 4,550,000	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 786,500**	**$ -**	**$ 4,550,000**	**$ 4,550,000**	**$ -**
Fund Balance, End of Year	**$ 1,120,596**	**$ 574,585**	**$ 2,844,585**	**$ 3,053,883**	**$ 1,437,822**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Road Capital Recovery Fund - 121
Revenues, Expenditures and Change in Fund Balance

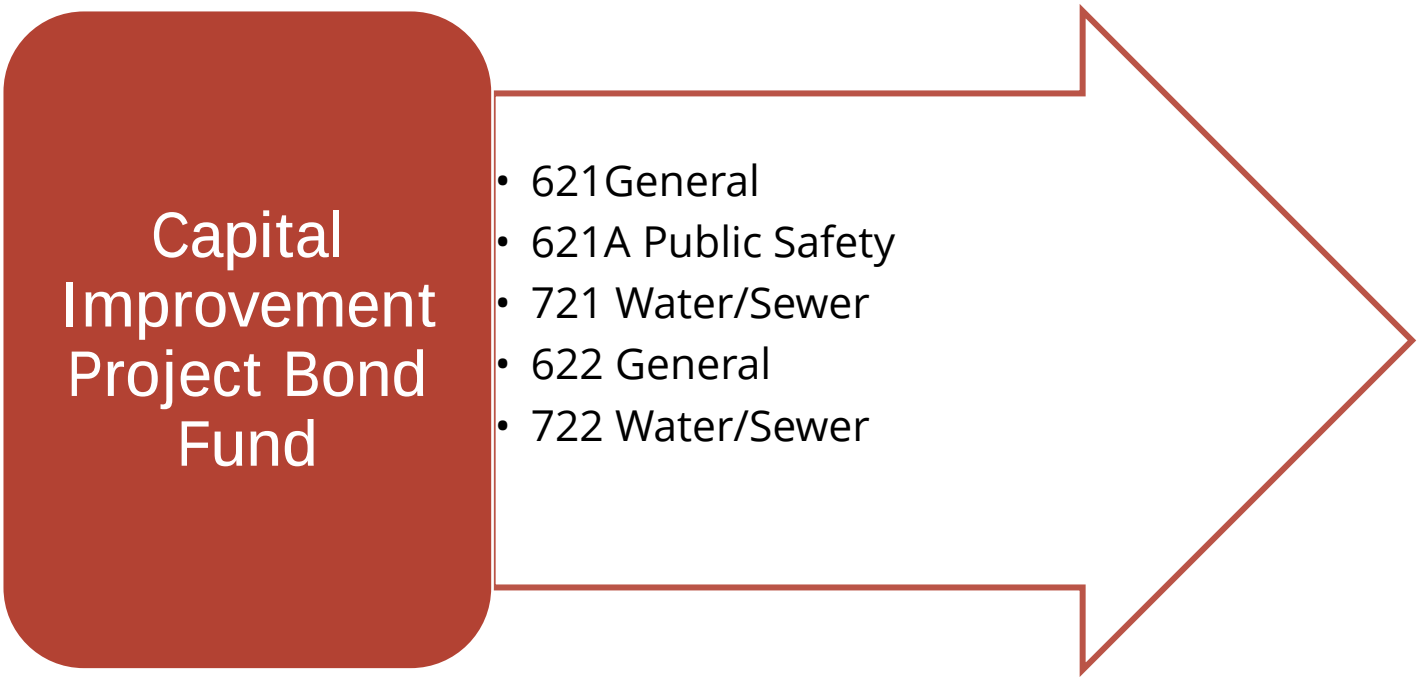
	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 1,585,655**	**$ 5,247,778**	**$ 5,247,778**	**$ 5,954,605**	**$ 5,612,666**
Revenues					
Road Capital Recovery Fee	$ 3,762,837	$ 1,000,000	$ 1,400,000	$ 1,800,000	$ 1,500,000
Fire Recovery Fee	-	-	-	126,000	126,000
Intergovernmental Revenue	-	-	-	-	-
Reimbursement - Other	376,315	-	995,523	995,523	-
Interest Income	22,080	15,000	15,000	15,000	15,000
Total Revenues	**$ 4,161,232**	**$ 1,015,000**	**$ 2,410,523**	**$ 2,936,523**	**$ 1,641,000**
Expenditures					
Road Capital Recovery Operations	$ 1,192,282	$ 2,000,000	$ 3,278,462	$ 3,278,462	$ 2,000,000
Total Expenditures	**$ 1,192,282**	**$ 2,000,000**	**$ 3,278,462**	**$ 3,278,462**	**$ 2,000,000**
Total available resources less expenditures	**$ 4,554,605**	**$ 4,262,778**	**$ 4,379,839**	**$ 5,612,666**	**$ 5,253,666**
Other Financing Sources (Uses)					
Transfers In	$ 1,400,000	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 1,400,000**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 5,954,605**	**$ 4,262,778**	**$ 4,379,839**	**$ 5,612,666**	**$ 5,253,666**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.



Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Capital Improvement Project Bond Fund - 621, 621A, 721, 622, 722
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ -**	**$ 60,712,272**	**$ 60,712,272**	**$ 71,002,653**	**$ 104,354,803**
Revenues					
Miscellaneous Revenue	$ -	$ -	$ -	$ -	$ -
Interest Income	19,338	-	-	47,000	100,000
Total Revenues	**$ 19,338**	**$ -**	**$ -**	**$ 47,000**	**$ 100,000**
Expenditures					
621 Bond Fund	$ 17,913,633	$ 14,281,754	$ 14,281,754	$ 10,535,411	$ 3,550,956
621A Bond Fund	556,940	31,500,000	31,500,000	641,703	18,301,357
721 Bond Fund	6,776,389	14,930,518	14,930,518	8,508,580	8,715,031
622 Bond Fund	-	-	35,000,000	8,348,241	8,651,759
722 Bond Fund	-	-	35,000,000	8,660,916	8,339,084
Total Expenditures	**$ 25,246,962**	**$ 60,712,272**	**$ 130,712,272**	**$ 36,694,851**	**$ 47,558,187**
Total available resources less expenditures	**$ (25,227,624)**	**$ -**	**$ (70,000,000)**	**$ 34,354,803**	**$ 56,896,616**
Other Financing Sources (Uses)					
Bonds Issued	$ 96,230,277	$ -	$ 70,000,000	$ 70,000,000	$ -
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 96,230,277**	**$ -**	**$ 70,000,000**	**$ 70,000,000**	**$ -**
Fund Balance, End of Year	**$ 71,002,653**	**$ -**	**$ -**	**$ 104,354,803**	**$ 56,896,616**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.

TIRZ #11 Downtown Celina - 311

Revenue, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 196,326**	**$ 392,767**	**$ 392,767**	**$ 394,981**	**$ 372,717**
Revenues					
Intergovernmental Revenue	$ 294,079	$ 439,657	$ 439,657	$ 377,236	$ 472,860
Interest Income	1,208	500	500	500	500
Total Revenues	**$ 295,287**	**$ 440,157**	**$ 440,157**	**$ 377,736**	**$ 473,360**
Expenditures					
Downtown Celina	$ 96,632	$ 400,000	$ 400,000	$ 400,000	$ 400,000
Total Expenditures	**$ 96,632**	**$ 400,000**	**$ 400,000**	**$ 400,000**	**$ 400,000**
Total available resources less expenditures	$ 394,981	$ 432,924	$ 432,924	$ 372,717	$ 446,077
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 394,981**	**$ 432,924**	**$ 432,924**	**$ 372,717**	**$ 446,077**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

FY2022 - 2023
Component Units

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA TEXAS EST. 1876

Life Connected.

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

Economic Development Corporation - 401
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Working Capital, Beginning of Year	**$ 1,071,200**	**$ 1,514,494**	**$ 1,514,494**	**$ 2,071,418**	**$ 2,653,705**
Revenues					
Taxes	$ 1,465,484	$ 1,150,000	$ 1,150,000	$ 1,750,000	$ 1,925,000
Grants	-	-	-	-	-
Intergovernmental Revenue	200,000	200,000	200,000	-	-
Other Revenues	3,000	3,000	3,000	3,000	3,000
Interest Income	26,326	15,000	15,000	39,000	20,000
Total Revenues	**$ 1,694,810**	**$ 1,368,000**	**$ 1,368,000**	**$ 1,792,000**	**$ 1,948,000**
Expenditures					
Personnel Costs	$ 196,526	$ 390,672	$ 390,672	$ 350,014	$ 523,681
Legal & Professional	19,567	23,500	23,500	26,000	42,000
Utilities	1,460	2,400	2,400	1,200	2,400
General & Administrative	264,662	393,500	393,500	257,521	630,000
Debt Service	105,038	105,038	105,038	105,978	5,000
TIRZ Agreements	36,000	40,000	40,000	58,000	66,430
Total Expenditures	**$ 623,253**	**$ 955,110**	**$ 955,110**	**$ 798,713**	**$ 1,269,511**
Total available resources less expenditures	**$ 2,142,757**	**$ 1,927,384**	**$ 1,927,384**	**$ 3,064,705**	**$ 3,332,194**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	71,339	411,000	411,000	411,000	315,000
Total other financing sources (uses)	**$ (71,339)**	**$ (411,000)**	**$ (411,000)**	**$ (411,000)**	**$ (315,000)**
Working Capital, End of Year	**$ 2,071,418**	**$ 1,516,384**	**$ 1,516,384**	**$ 2,653,705**	**$ 3,017,194**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.

Community Development Corporation - 402
Revenues, Expenditures and Change in Fund Balance

	2020 - 2021 Actual	2021 - 2022 Adopted	2021 - 2022 Amended	2021 - 2022 Estimated	2022 - 2023 Proposed
Fund Balance, Beginning of Year	**$ 1,345,926**	**$ 2,421,906**	**$ 2,421,906**	**$ 2,791,083**	**$ 2,234,995**
Revenues					
Taxes	$ 1,465,484	$ 1,150,000	$ 1,150,000	$ 1,750,000	$ 1,925,000
TIRZ Agreements	(31,089)	(35,000)	(35,000)	(58,088)	(66,430)
Miscellaneous Revenue	-	-	-	-	-
Interest Income	10,762	15,000	15,000	2,000	2,500
Total Revenues	**$ 1,445,157**	**$ 1,130,000**	**$ 1,130,000**	**$ 1,693,912**	**$ 1,861,070**
Expenditures					
Miscellaneous Expense	$ -	$ -	$ 2,250,000	$ 2,250,000	$ 75,000
Total Expenditures	**$ -**	**$ -**	**$ 2,250,000**	**$ 2,250,000**	**$ 75,000**
Total available resources less expenditures	**$ 2,791,083**	**$ 3,551,906**	**$ 1,301,906**	**$ 2,234,995**	**$ 4,021,065**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 2,791,083**	**$ 3,551,906**	**$ 1,301,906**	**$ 2,234,995**	**$ 4,021,065**

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Attachment: FY 2022 -2023 Proposed Budget Book - Council Meeting (002) (FY 2022-2023 Budget Adoption)

Life Connected.

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 13, 2022
Re: FY 2022-2023 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, 2022, and ending September 30, 2023, at a rate of $.634759 per one hundred dollars ($100.00) assessed valuation on all taxable property within the corporate limits of the city. (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.

§26.05(b) of Property Tax Code
This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote and 60% of the governing body must vote in favor of the adoption of the tax rate. A motion to adopt the ordinance, resolution, or order 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 $0.634759, which is effectively a 15.76% increase in the tax rate."

Board Review/Citizen Input:
A public hearing was held on September 13, 2022 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, 2022 AND ENDING SEPTEMBER 30, 2023; 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 FY 2022-2023; and

WHEREAS, the City Council of the City of Celina, Texas (the "City") has approved on the 13th day of September, 2022, the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (FY 2022-2023); 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 FY 2022-2023 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, 2022, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, or this ordinance, a tax of $0.634759 on each One Hundred Dollars ($100.00) of assessed valuation on all taxable property. The tax rate consists of two components each of which is hereby approved separately. The total tax herein so levied shall consist and be comprised of the following components:

Attachment: FY 2022-2023 Ad Valorem Tax Rate Ordinance v.2 (FY 2022-2023 Ad Valorem Tax Rate Adoption)

a) An *ad valorem* tax rate of $0.372702 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, 2023; and

b) An *ad valorem* tax rate of $0.262057 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, 2023; 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 13, 2022, and adopted this ordinance with a majority vote as follows:

Attachment: FY 2022-2023 Ad Valorem Tax Rate Ordinance v.2 (FY 2022-2023 Ad Valorem Tax Rate Adoption)

Mayor Sean Terry	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Mayor Pro Tem Jay Pierce	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Deputy Mayor Pro Tem Wendie Wigginton	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Philip Ferguson	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Tony Griggs	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Andy Hopkins	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Mindy Koehne	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 -$56.69.

READ and ADOPTED on the 13th day of September 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: FY 2022-2023 Ad Valorem Tax Rate Ordinance v.2 (FY 2022-2023 Ad Valorem Tax Rate Adoption)