



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, SEPTEMBER 12, 2017 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Glendenning Parkway presentation. (Liebman)
- B. Introduction for two new building inspectors. (Liebman)
- C. Discussion regarding communications tower aesthetics & locations. (Liebman)
- D. Discussion regarding annual Service and Assessment Plan updates. (Toutounchian)
- E. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation, and

Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- A. Potential business negotiations. (Howard)
- B. Marilee Special Utility District Agreement. (Laumer)

Reconvene Into Open Session:

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. 2017 All-American Miss Pageant Proclamation
- B. Constitution Week Proclamation

- C. Celina Lodge #919 Proclamation
- D. Constable Joe Wright Proclamation
- E. State Representative Pat Fallon Proclamation

VI. 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.

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.

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

A. Minutes Approval:

- 1. City Council - Regular Meeting - Aug 8, 2017 5:00 PM
- 2. City Council - Public Hearing - Aug 22, 2017 5:00 PM
- 3. City Council - Public Hearing - Aug 29, 2017 5:00 PM
- 4. City Council - Worksession - Aug 31, 2017 3:00 PM

- B. Consider and act to authorize the City Manager to execute a contract Change Order No.1 with SPI Asphalt LLC in the amount of \$108,071.55 for the 2017 Street Improvements project. (Fourmentin)
- C. Consider and act to authorize the City Manager to execute a contract between the City of Celina and MHB Construction Inc., in the amount of \$74,854 for the construction of concrete material storage bins for the Public Works Department (Fourmentin)
- D. Consider and act to authorize the City Manager to execute a contract between the City of Celina and ANA Site Construction in the amount of \$324,962.50 for the CDBG Downtown Water System Improvements Project. (Fourmentin)
- E. Consider and act upon the adoption of a Federal Grant Program Procurement Policy. (Fourmentin)
- F. Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Martin Marietta and Austin Bridge & Road for the reconstruction of County Road 53. (Fourmentin)
- G. Consider and act upon interlocal agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Use. (Faulkner)

- H. Consider and act upon a Construction Plat for Keller Williams, being a ± 4 acre tract of land, situated in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas. The property is located east of Preston Road, south of Sunset Boulevard, north and west of CR 89. (Keller Williams Construction Plat) (Liebman)
- I. Consider and act upon a Construction Plat for Buffalo Ridge Phase 2, being a ± 29.639 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, City of Celina, Collin County, Texas. The property is located north of CR 100, east of Preston Road, south of CR 134, and west of CR 97, containing 98 residential lots and 4 HOA lots. (Buffalo Ridge Phase 2 Construction Plat) (Liebman)
- J. Consider and act upon an ordinance annexing an approximate 15.471 acre tract of land and half of adjacent right-of-way situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas. The property is generally located north of Frontier Parkway to the west of the BNSF Railroad, and on the east side of Prairie Crossing. (Stelzer Annexation) (Liebman)
- K. Consider and act upon an interlocal agreement by and between the City of Celina, Texas and the City of McKinney, Texas regarding Celina's participation within the McKinney Urban Transit District. (Urban Transit District) (Liebman)
- L. Consider and act upon an interlocal agreement by and between the City of Celina and Collin County for Jail Services. (Griggs)
- M. Consider and act upon an interlocal agreement by and between the City of Celina and Collin County for Dispatch Services. (Griggs)
- N. Consider and act upon a resolution for the submission of a grant application to the Office of the Governor, Criminal Justice Division for the purchase of rifle-resistant body armor. (Griggs)
- O. Consider and act upon an interlocal agreement for public improvement assessment collection for Sutton Fields II Public Improvement District between the City of Celina and Denton County. (Toutouchian)
- P. Consider and act upon interlocal agreements for public improvement assessment collection for The Lakes at Mustang Ranch, Parks at Wilson Creek, Ownsby Farms, Creeks of Legacy, Glen Crossing, Wells North and Wells South Public Improvement Districts between the City of Celina and Collin County. (Toutouchian)
- Q. Consider and act upon ordinances of the City Council of the City of Celina, Texas, approving the Annual Service Plan updates, the Service and Assessment Plan and Assessment Rolls for public improvements for the Wells North, Sutton Fields II, Lakes at Mustang Ranch, Parks at Wilson Creek, Ownsby Farms, Creeks of Legacy, and Glen Crossing Public Improvement Districts in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)
- R. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update the Service and Assessment Plan and Assessment Roll for public improvements for the Wells South Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)

VIII.**PUBLIC HEARING/ACTION:**

- A. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2017-2018 budget. (Toutounchian)
- B. The Celina City Council will conduct a public hearing to consider testimony on an amendment to Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan and act upon an ordinance of the City Council of the City of Celina, Texas, amending the Final Project and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Celina, Texas. (Sutton Fields II) (Petty)
- C. The Celina City Council will conduct a public hearing to consider testimony on the creation of a Reinvestment Zone consisting of approximately 493.439 acres generally located North of Parvin Road, East of FM 1385, South and North of Crutchfield Road, and West of Crutchfield Road as it turns South and Parvin Road as it turns North and act upon an ordinance of the City Council of the City of Celina, Texas, designating a contiguous geographic area within the city as a Reinvestment Zone pursuant to chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Eight. (Sutton Fields II) (Petty)
- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, 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 ± 15.471 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district, with base zoning designations of HI, Heavy Industrial. The property is situated in the Collin County Land #14 Survey, Abstract No. 167, City of Celina, Collin County, Texas. It is generally located north of Frontier Parkway, west of the Burlington Northern Santa Fe Railroad, and east of Prairie Crossing. (Stelzer Tract Rezoning) (Liebman)
- E. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, 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 ± 14.778 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district with base zoning designations of R-O, Retail Office. The property is situated in the L. Lewis Survey, Abstract No. 532, City of Celina, Collin County, Texas. It is generally located south and west of Ownsby Parkway, east of Preston Road, and north of Frontier Parkway. (Moore PD Rezoning) (Liebman)
- F. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 4: Fencing, Walls and Screening Requirements. (Equipment Screening) (Liebman)
- G. The Celina City Council will conduct two Public Hearings at 5:00 and 5:05 p.m. to consider testimony on the proposed annexation of an approximately 10.346 acre tract of land and half of adjacent right-of-way situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Liebman)
- H. Celina City Council will conduct a public hearing and act upon a resolution for the submission of two grant applications to Texas Parks and Wildlife Department for the Old Celina Park expansion project. (Webb)

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of Celina, Texas, setting a public hearing under sec. 372.009 of the Texas Local Government Code for the creation of the Chalk Hill Public Improvement District within the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (Chalk Hill) (Petty)
- B. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the fiscal year 2017/2018 budget for the Celina Economic Development Corporation. (Toutouchian)
- C. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the fiscal year 2017/2018 budget for the Celina Community Development Corporation. (Toutouchian)
- D. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2017/2018 beginning October 1, 2017, and ending September 30, 2018, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Roll Call) (Toutouchian)
- E. Consider and act upon ratification of a property tax rate increase reflected in the FY2017/2018 budget. (Roll Call) (Toutouchian)
- F. Consider and act upon an ordinance of the City of Celina, Texas, fixing and levying municipal Ad Valorem taxes for the fiscal year beginning October 1, 2017, and ending September 30, 2018, and for each fiscal year thereafter until otherwise provided, at a rate of \$.645 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the city; this tax rate will raise more taxes for maintenance and operations than last year's tax rate; the tax rate will effectively be raised by 17.88 % and will raise taxes for maintenance and operations on a \$100,000.00 home by approximately \$4.53. (Roll Call) (Toutouchian)
- G. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations; Article 3.07, Signs; Section 3.07.018 Signs Allowed - permit required, to amend the City's Unified Development Monument Signs regulations. (Unified Monument Sign Ordinance Amendment) (Liebman)
- H. Consider and act upon a Final Plat for Mustang Lakes Phase 2A, being a ±58.98 acre tract of land, situated in the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, west of FM 2478, south of Choate Parkway, and east of CR 86, containing 239 residential lots and 8 HOA lots. (Mustang Lakes Phase 2A Final Plat) (Liebman)
- I. Consider and act upon a Construction Plat for Cambridge Crossing Phase 1, being a ±126.676 acre tract of land situated in the Richard Alderson Survey, Abstract No. 7, F.D. Gary Survey, Abstract No. 360, T. Staten Survey, Abstract No. 806, and I.C. Williamson Survey, Abstract 943, City of Celina, Collin County, Texas. The property is generally located south of FM 428, west of Dallas Parkway, north of County Road 7, and east of County Road 6, containing 328 residential lots, 1 school site, and 14 HOA lots. (Cambridge Crossing Phase 1 Construction Plat) (Liebman)
- J. Consider and act upon a Construction Plat for Hawthorn Creek Business Park, being a ±5 acre tract of land, situated in the Freeman Wilkerson Survey, Abstract No. 1411, Denton County, Texas. The property is generally located north and west of Parvin Road, south of Crutchfield Road, and west of Smiley Road. (Hawthorn Creek Business Park) (Liebman)

- K. Consider and act upon a request for variance from the City's Code of Ordinances regarding the distribution of alcohol and consumption of same on the downtown square during the Emmitt Smith Charities Bike Race on Saturday, September 30, 2017 from 7:00am-2:00pm. (Matehuala)

X. ADJOURNMENT:

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

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

Vicki Faulkner, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: Glendenning Parkway

Action Requested:

Glendenning Parkway presentation. (Liebman)

Background Information:

Alexander Glendenning, son of Thomas John Glendenning and Hannah Armstrong Glendenning, was born in Scotland December 13, 1843 - a member of the Douglas Clan. He married Jessie Harkness in Scotland and lived in Lockerbie, Dumfriesshire, Scotland. They left Scotland for America in 1887 and moved to Hutto, Williamson County, Texas on June 10, 1887. Thomas John was born October 21, 1888. He was one of nine surviving siblings. In 1909, Alexander and his wife Jessie and their 4 youngest children moved to Celina by train and purchased 160 acres with a two story farm house two miles southwest of Celina (near Old Celina Cemetery). Their daughter, Janette Glendenning Nichol, and her husband Will Nichol had moved to Celina in 1908 and were impressed with the rich farmland. As farmers, they plowed with walking plows and mules.

Thomas John Glendenning married Alice Vera Stelzer on January 17, 1917. Tom served as Collin County Commissioner, was a partner in the Ford Agency in Celina and was a farmer until his death in 1976. Alice, born on August 1, 1890 in Celina owned a Merle Norman Cosmetic shop for several years in a building that stood where the southernmost portion of Celina City Hall stands today. Alice was an original founder of the Fidelis Inter Se Club in Celina and was active in both church and Sunday school programs. They purchased the home located at 306 S. Colorado Dr. in 1919 and had two children, Emma Delores Glendenning born April 11, 1919 and Don Thomas Glendenning born July 3, 1921.

Don Thomas Glendenning married Nancy Malloy of Dallas, Texas on November 11, 1950. Don graduated from Celina High School and played varsity football as starting quarterback and linebacker for the Bobcats. Don served in WWII in the Navy aboard the destroyer USS Metcalf, was a partner in the grain business, farmed and brokered farm implements. Nancy worked for the Federal Reserve Bank prior to marriage and was a homemaker thereafter. They had six (6) children; Peggy Ann Glendenning (July 22, 1951-July 23, 1951), Don Mark Glendenning: Managing Partner of Lock Lorde of Dallas, married to Carol Glendenning currently lives in Dallas, Texas, Thomas Craig Glendenning: Real Estate Industry in San Antonio, Texas, married to Rachelle Glendenning currently lives in San Antonio, Texas, Rex Keith Glendenning: Owner/broker of REX Real Estate, Frisco, Texas, married to Sherese Glendenning currently lives in Celina, Texas, Leigh Glendenning Roberts; Owner/broker of Leigh Glendenning Real Estate, Inc., Frisco, Texas, married to Steve Roberts currently lives in Frisco, Texas, Barbara Dee

Glendenning; currently lives in Dallas, Texas. All five children graduated from Celina High School where all three sons played football for Celina High School and both daughters were varsity cheerleaders.

Rex Keith Glendenning and Sherese Glendenning live in Celina, Texas and have three children; Clay Michael Glendenning born February 15, 1985, Alexandra Dawn Glendenning born November 13, 1987 and Madison Leigh Glendenning born August 21, 1990. Clay played football at Celina High School and both Alex and Madison were varsity cheerleaders. All are third generation Bobcats and fifth generation Celina citizens.

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Planning and Development Services New Employee Introduction

Action Requested:

Introduction for two new building inspectors. (Liebman)

Background Information:

<Insert Background Info Here>

Board Review/Citizen Input:

<Insert Review/Citizen input here>

Alternatives:

<Insert Alternative here>

Financial Considerations:

<Insert Financial Considerations here>

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: Discussion on communications tower aesthetics & locations.

Action Requested:

Discussion regarding communications tower aesthetics & locations. (Liebman)

Background Information:

As directed by City Council, Staff has researched other City's standards for comparison and recommendations for communications tower facilities.

Celina's current regulations require several commendable requirements for stand-alone towers such as:

- Setback from residential property;
- Screening ground equipment;
- Height limitations equal to building height or a CUP Conditional Use Permit application for a greater height;
- Encouraging collocation of carriers; and
- Allowance for antennae attached to utility structures (water towers, electrical transmission lines, etc.) located in residentially zoned properties.

Attached for reference is a chart of Staff's findings for communication towers. Staff is recommending the following for consideration:

- Stealth towers under 150 feet to be permitted by right in all non-residential zoning districts;
- All non-stealth towers shall be required to apply for a Conditional Use Permit;
- Communications towers (stand-alone) shall prohibited from being placed in residentially zoned properties and properties designated as residential on our Future Land Use Plan; and
- Communications towers in nonresidential zoned property that is adjacent to residentially zoned or designated as residential on the Future Land Use Plan shall be setback from the property boundary a distance equal to the height of the tower.

Additionally, Staff is recommending additional screening requirements for communications tower facilities. Currently our code requires that a landscape screen with an installation height of three feet and a maturity height of six feet be provided. A six foot masonry wall may be built around the tower site as an alternative. Wood screening is prohibited but decorative metal and chain link fencing can be used in combination with the landscape requirements. Staff is recommending increasing the screening requirement to an 8 foot masonry wall incorporating a solid metal gate. Staff is also recommending the City's fire lane requirements to access the site within the communications tower guidelines to provide additional clarity to future applicants. Any variations on the width shall be determined by the Fire

Marshal.

Board Review/Citizen Input:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Communications tower requirement comparisons

Staff Recommendation:

N/A

Staff Recommendation:

N/A

Antennas/Cell Towers	Allowed In residential?	Allowed in Non-residential?	Additional Info.
McKinney	Not allowed in SF or MF districts unless attached to existing utility structure	Yes, 2x setback from residential properties.	Maximum height limit of 175 ft -No advertising or lighting other than FAA required safety lighting allowed on tower. - Allowed within the historic districts, provided they are designed to blend with and conform to the historic district design standards and character in order to preserve the historic integrity of the district. (implies stealth)
Frisco	Not allowed. (MF considered residential)	Yes, Stealth antennas are permitted by right in non-residential districts -Allowed only with a SUP in some Districts. (office, retail, commercial, industrial, IT, & Highway) -SUP also required if place on City owned property. -If approved by SUP must be setback 1x height from adjacent properties, support multiple carriers, and be screened by masonry wall.	Stealth Antennas are permitted by right in the Residential Districts only as a secondary use when the primary use on the lot is a church, school, athletic stadium or field, or public utility structure. -Stealth Antennas permitted by right in non-residential districts. -No advertising or lighting other than FAA required safety lighting allowed on tower.
Prosper	Not allowed. (MF considered residential)	Yes, Stealth antennas are permitted by right in the non-residential districts -Allowed only with a SUP in Non-Residential Districts. -Towers set back 1x height from areas zoned as residential or shown as residential on the future land use plan.	Stealth antennas are permitted by right in the residential districts only as a secondary use when the primary use on the lot is a church, school, athletic stadium or field, or public utility structure.
Plano	Not allowed.	Allowed by right if less than 60 feet in height, height limited to 200ft in industrial district & 120ft in all other commercial districts. -SUP required if over 60 feet, unless attached to utility structure. -Must be setback 1.25x height from residential district, and public ROW. -No commercial antenna or antenna support structure shall be allowed on lots used or platted for single-family, two-family, or single-family attached purposes, unless enclosed in a building or totally enclosed within a flagpole.	A commercial antenna may be totally enclosed within or integrated into the design of any building or building feature permitted in the zoning district. -A commercial antenna may be mounted flush to the exterior of a building if it is painted and integrated into the overall architectural design. Commercial antennas may also be totally enclosed within a flagpole. -A commercial antenna may be attached to a utility structure (e.g., electrical transmission/distribution tower or elevated water storage tank) exceeding 60 feet in height, provided that the antenna does not extend more than ten feet above the highest point of the utility structure. -With the approval of a specific use permit, any one or more of the development standards may be excused, subject to review and approval by the town council.
Little Elm	Not allowed.	Yes, if contained within or building or uses stealth design. SUP required otherwise.	Tower sites shall be screened with a minimum eight-foot-high masonry wall with a solid metal gate -Towers shall be accessible by a 24-foot-wide concrete fire lane, subject to review and approval by the fire marshal. -Towers may exceed the height limits of the zoning district, up to a maximum height of 125 feet, if located at least a distance from any residential district boundary line or residential dwelling equal to the height of the support structure.



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, AUGUST 8, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Terry called the meeting to order at 5:01 p.m.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

No discussion took place.

III. EXECUTIVE SESSION:

The City Council adjourned into executive session at 5:02 p.m. with City Attorney (Interim City Manager) Lance Vanzant and newly appointed City Manager Jason Laumer.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

A. Discussion regarding real property generally located north of West Pecan Street, east of North Louisiana Street and south of Malone Street.

Reconvene Into Open Session:

The City Council reconvened into open session at 5:32 p.m.

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

No action was taken on items discussed in executive session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Minutes Acceptance: Minutes of Aug 8, 2017 5:00 PM (Minutes Approval)

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Chad Anderson, Place 6
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

A. Minutes Approval:

1. City Council - Regular Meeting - Jul 11, 2017 5:00 PM
2. City Council - Worksession - Jul 21, 2017 3:00 PM
3. City Council - Worksession - Jul 22, 2017 7:30 AM

B. Consider and act to execute an agreement between the Texas Department of Transportation and the City of Celina to contribute right of way funds for the widening and realignment of FM 2478 and FM 1461. (Fourmentin)

(2017-48R)

C. Consider and act upon a resolution setting a date, time, and place (Tuesday, September 12, 2017 at 5:00 p.m. and Tuesday, September 12, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation on an approximately 10.346 acre tract of land situated in the M.L. Qusley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Liebman)

(2017-45R)

D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending its Code of Ordinances by adopting a right-of-way management ordinance; establishing regulations for construction, placement, and excavation in rights-of-way and public easements and amending the master fee schedule to adopt fees for the administration of the right-of-way management ordinance. (Liebman)

(2017-35)

E. Consider and act to authorize the mayor to execute a contract with Gaffey in the amount of \$25,501.16 to provide installation of crane at SE Sector Lift Station. (Johnson)

F. Consider and act to authorize the city manager to execute a memorandum of understanding (MOU) with the Buffalo Ridge Development. (Johnson)

Minutes Acceptance: Minutes of Aug 8, 2017 5:00 PM (Minutes Approval)

- G. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the mayor of the City of Celina, Texas, to execute an Interlocal Cooperation Agreement for use of the Richardson, Texas, City Fire Training Center. (Metdker)
- H. Consider and act upon appointment of Betsy Boudreaux to the Main Street Advisory Board. (Barton)

VIII. PUBLIC HEARING/ACTION:

- A. The City of Celina will conduct a public hearing to consider testimony on proposed assessments to be levied against the assessable property within the Cambridge Crossing Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Petty)

Mayor Terry opened the hearing at 5:34 p.m. No public comment was received. The hearing was closed at 5:34 p.m.

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the mayor to execute a development agreement by and between the City of Celina and the Celina Titus LLC. The property is ±105.94 acres situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, in the City's ETJ, Collin County, Texas, and is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows ETJ Development Agreement) (Petty)

(2017-47R) Mayor Terry opened the hearing at 5:35 p.m. Terry Mitchell with Contrast Development, 12689 Sunlight Drive, Dallas, Texas, gave a brief history of his company and the project. The hearing was closed at 5:44 p.m.

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

- C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, 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 a ±105.94 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district with base zoning designations of SF-R, single-family residential district. The property is situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Zoning) (Liebman)

(2017-36) At this time Mayor Terry took IX Action Item D. He then returned to VIII Public Hearing Item C. Mayor Terry opened the hearing at 5:47 p.m. No public comment was received. The hearing was closed at 5:47 p.m.

Minutes Acceptance: Minutes of Aug 8, 2017 5:00 PM (Minutes Approval)

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

- D. The Celina City Council will conduct two public hearings at 5:00 p.m. and 5:05 p.m. to consider testimony on the proposed annexation of an approximate 15.471 acre tract of land and half of adjacent right-of-way situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas. The property is generally located north of Frontier Parkway to the west of the BNSF Railroad, and on the east side of Prairie Crossing. (Stelzer Annexation) (Liebman)

Mayor Terry opened the first hearing at 5:45 p.m. No public comment was received. The hearing was closed at 5:45 p.m. Mayor Terry opened the second hearing at 5:46 p.m. No public comment was received. The hearing was closed at 5:46 p.m.

- E. The Celina City Council will conduct a public hearing to consider testimony on the amendment to Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan and its benefits to the City of Celina and to provide a reasonable opportunity for any owner of property within the Reinvestment Zone to protest the amendment to the Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan generally located at the Northeast corner of FM 1385 and Parvin Road intersection, North of US 380 and within the City of Celina, Texas and as more particularly described by a Metes and Bounds description available at Celina City Hall and available for public inspection. At the Public Hearing any interested person may speak for or against the amendment to the Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan. (Sutton Fields II)

Mayor Terry recused himself and left the room at this time due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 5:48 p.m. No public comment was received. Councilman Hopkins moved to continue the public hearing to the September 12th regular city council meeting.

RESULT:	TABLED [UNANIMOUS]	Next: 9/12/2017 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Wayne Nabors, Place 2	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

- F. The Celina City Council will conduct a public hearing to consider testimony on the creation of a Reinvestment Zone and its benefits to the City of Celina and to provide a reasonable opportunity for any owner of property within the proposed Reinvestment Zone to protest the inclusion of their property within the proposed Reinvestment Zone, which proposed zone consists of approximately 493.439 acres generally located North of Parvin Road, East of FM 1385, South and North of Crutchfield Road, and West of Crutchfield Road as it turns South and Parvin Road as it turns North in the City of Celina, Texas and as more particularly described by a Metes and Bounds description available at Celina City Hall and available for public inspection. At the Public Hearing, any interested person may speak for or against the inclusion of property within the Zone, the creation of the Reinvestment Zone, its boundaries, or the concept of Tax Increment Financing. (Sutton Fields II)

Mayor Pro Tem Anderson opened the hearing at 5:50 p.m. No public comment was received. Councilman Hopkins moved to continue the public hearing to the September 12th regular city council meeting.

RESULT:	TABLED [UNANIMOUS]	Next: 9/12/2017 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Wayne Nabors, Place 2	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

IX. ACTION ITEM:

- A. Consider and act to authorize the city manager to execute a memorandum of understanding (MOU) with the Chalk Hill Development. (Johnson)

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

- B. Consider and act on a Construction Plat for Chalk Hill Phase 1, being ±40.769 acres of land situated in the George W. Eastes Survey, Abstract No. 299, and Wade H. Rattan Survey, Abstract No. 753 in the City of Celina, Collin County, Texas, containing 160 residential lots and four (4) open space lots. The property is generally located south of County Road 102, east of Preston Road, and north of County Road 134, and west of County Road 132. (Chalk Hill Phase 1 Construction Plat) (Liebman)

Councilman Hopkins moved to approve pending conditions to abandon CR 102 with Legacy Road to be completed to its terminus and a right of entry to be prepared to construct improvements.

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

- C. Consider and act upon a Final Plat for Creeks of Legacy Phase 2C, being a ±22.986 acre tract of land situated in the WM Davenport Survey, Abstract No. 262, and the F.D. Gary Survey, Abstract No. 361, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, west of Doe Branch Boulevard, east of CR 6 and south of Clear Creek Parkway. (Creeks of Legacy Phase 2C Final Plat) (Liebman)

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

- D. Consider and act upon an ordinance annexing a ±105.94 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is in the City of Celina's ETJ, generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Annexation) (Liebman)

(2017-37)

Minutes Acceptance: Minutes of Aug 8, 2017 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Carmen Roberts, Place 4
AYES: Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- E. Consider and act to propose an ad valorem tax rate of \$.645 (M & O 0.4278, I & S 0.2172) for 2017, and set public hearing dates of Tuesday, August 22, 2017 at 5:00 p.m. and Tuesday, August 29, 2017 at 5:00 p.m. (Record Vote) (Toutouchian)

Mayor Terry returned to the meeting at 5:56 p.m. Mayor Terry called the roll for a vote. Mindy Koehne-yes; Andy Hopkins-yes; Bill Webber-yes; Carmen Roberts-yes; Chad Anderson-yes; Wayne Nabors-yes.

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

- F. Consider and act upon an ordinance of the City Council of the City of Celina, Texas authorizing the issuance of Certificates of Obligation, Series 2017 and all matters incident and related thereto. (Toutouchian)

(2017-38) Erick Macha with First Southwest Securities explained the offering and issuance of the bond.

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

- G. Consider and act upon a Final Plat for the Bobcat Kuntry Addition, being a $\pm$.698 acre tract of land situated in the John Willock Survey, Abstract No. 975, City of Celina, Collin County, Texas. The property is generally located north of Pecan Street, south of Beech Street, west of Oklahoma Drive, and east of the St. Louis, San Francisco and Texas Railroad, containing one (1) lot. (Bobcat Kuntry Final Plat) (Liebman)

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

- H. Consider and act upon a Final Plat for Celina High School Addition, being a $\pm$ 83.113 acre tract of land situated in the Wade H. Ratton Survey, Abstract No. 753, City of Celina, Collin County, Texas. The property is generally located north of CR 134, east of Preston Road, and south of CR 105, containing two (2) lots. (Celina High School Final Plat) (Liebman)

Minutes Acceptance: Minutes of Aug 8, 2017 5:00 PM (Minutes Approval)

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

- I. Consider and act upon the Main Street Advisory Board's recommendation for the directional kiosk to be located at the northeast corner of FM 455/ E Pecan and Preston Road. (Barton)

Bill Webber moved to approve with the addition of the Chamber of Commerce name being added to the sign.

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

- J. Consider and act upon nominations for mayor pro tem and deputy mayor pro tem. (Terry)

Councilman Hopkins moved to appoint Chad Anderson as Mayor Pro Tem and Wayne Nabors as Deputy Mayor Pro Tem.

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:10 p.m.

 Sean Terry, Mayor

 Vicki Faulkner, TRMC
 City Secretary, City of Celina, Texas

 Date Minutes Approved

Minutes Acceptance: Minutes of Aug 8, 2017 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL PUBLIC HEARING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, AUGUST 22, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER:

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

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

II. PUBLIC HEARINGS:

1. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed 2017 Ad Valorem tax rate. (Toutounchian)

Mayor Terry opened the hearing at 5:00 p.m. Dale Bainum of 3541 Heritage Trail noted that the appraised value of his home has gone up quite a bit over the last few years. He would like to see more communication regarding how the money is spent. He noted the rate is higher than the effective rate and rollback rate. He expressed concern over the I & S funds going up and asked for the council to consider a tax freeze for people over 65. No other comments were received. The hearing was closed at 5:05 p.m.

III. ACTION ITEMS:

1. Consider and act to authorize the mayor to sign a letter of support for access to the Outer Loop frontage road for a tract adjacent to the Outer Loop and the Dallas North Tollway. (Johnson)

Minutes Acceptance: Minutes of Aug 22, 2017 5:00 PM (Minutes Approval)

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

2. Consider and act upon a request for variance from the City's Code of Ordinances regarding the sale of alcohol and consumption of same at The Old Celina Park during the Greater Celina Chamber of Commerce's 2017 Celina Parkfest on Saturday, October 14, 2017 from 11 a.m. to 11 p.m. (Cromwell)

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

IV. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 5:10 p.m.

 Sean Terry, Mayor

 Vicki Faulkner, TRMC
 City Secretary, City of Celina, Texas

 Date Minutes Approved

Minutes Acceptance: Minutes of Aug 22, 2017 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL PUBLIC HEARING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, AUGUST 29, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER:

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

Mayor Terry called the meeting to order at 5:15 p.m.

II. PUBLIC HEARINGS:

1. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed 2017 Ad Valorem tax rate. (Toutouchian)

Mayor Terry opened the hearing at 5:15 p.m. No public comment was received. The hearing was closed at 5:16 p.m.

III. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 5:16 p.m.

Sean Terry, Mayor

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 29, 2017 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL WORKSESSION
CITY HALL CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
THURSDAY, AUGUST 31, 2017 AT 3:00 PM**

MINUTES

I. CALL TO ORDER:

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

Mayor Terry called the worksession to order at 3:11 p.m.

II. EXECUTIVE SESSION:

The City Council adjourned into executive session at 3:40 p.m. with City Attorney Lance Vanzant and City Manager Jason Laumer.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- A. Discussion regarding Cambridge Crossing Development Agreement and Public Improvement District. (Laumer)

The City Council reconvened into open session at 4:00 p.m.

III. WORKSESSION::

- A. City Managers Update: Development Projects, Budget, Staffing. (Laumer)

City Manager Jason Laumer gave a brief update regarding current city business.

- B. Discussion regarding the proposed FY 2017/2018 Budget to include the General Fund, Water and Sewer Fund, and Capital Improvement Fund. (Toutounchian)

Director of Finance Jay Toutounchian presented the latest changes to the proposed budget.

Minutes Acceptance: Minutes of Aug 31, 2017 3:00 PM (Minutes Approval)

C. Discussion regarding Economic Development Corporation/Gigabit and Community Development Corporation Budgets. (Toutouchian)

Economic Development Director Corbett Howard and Gigabit Manager Scott Cromwell gave an update on their projects and proposed budgets. Director of Finance Jay Toutouchian presented the Community Development Corporation's budget.

IV. ADJOURNMENT::

Note: a quorum was lost at 5:00 p.m. when Mayor Pro Tem Anderson, Councilwoman Roberts and Councilman Webber had to leave the worksession.

Mayor Terry ended final comments at 5:14 p.m.

Sean Terry, Mayor

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 31, 2017 3:00 PM (Minutes Approval)



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Construction Change Order No. 1 - 2017 Street Improvements

Action Requested:

Consider and act to authorize the City Manager to execute a contract Change Order No.1 with SPI Asphalt LLC in the amount of \$108,071.55 for the 2017 Street Improvements project. (Fourmentin)

Background Information:

Change Order No. 1 includes the addition of 12,465 square yards of 2 inch hot mix asphalt. Asphalt placed on overlaid areas of Ownsby Pkwy/CR 83 were in excess of 2 inches due to ruts in the existing pavement.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

2017 bond issuance

Legal Review:

City attorney has reviewed

Supporting Documents:

Change Order 1

Staff Recommendation:

Approve

Change Order

City of Celina
Public Works
142 N. Ohio Street • Celina, Texas 75009



To: SPI Asphalt LLC

8586 Thompson Road
Justin, TX 76247

Contract No.: _____

Change Order No.: 01

Project Number: R11

Project Name: 2017 Street Improvements

Project Location: Ownsby Pkwy/CR 83

Contract Price (indicate if zero cost)

Add: \$108,071.55

Deduct: \$

Basis of Change Order:

- | | |
|---|--|
| ☐ Error / Omission (A/E) | ☒ Differing Site Condition |
| ☐ Error/ Omission (CM) | ☐ Field Resolution |
| ☐ Owner Request (User) | ☐ Owner Request (Other) |
| ☐ Value Engineering | ☐ _____ |

Contract Time:

☒ No Change ___ Days Added ___ Days Deducted

Cost Basis: (check all that apply)

- | | |
|--|--|
| ☐ Time & Material Not to Exceed | ☐ Fixed Price |
| ☐ Allowance (described below) | ☒ Unit Price |

Your company is authorized and directed to proceed with the following (attach additional sheets if needed):

Addition of 12,465 square yards of 2 inch D-GR HMA TY-D PG 64-22.

TOTAL, ADD = \$108,071.55

Justification:

Asphalt placed on overlaid areas of Ownsby Pkwy/CR 83 were in excess of 2 inches due to ruts in the existing pavement.

Special Notice: This Change Order identifies satisfaction of all compensation and time adjustments related to this change to the Work.

External Construction Manager Recommendation:

Name Jeff McClelland

Jeffrey Ray McClelland
Signature

8-14-17
Date

Contractor Concurrence:

Name Anthony Hogan

Anthony Hogan
Signature

8-16-17
Date

A/E Recommendation:

Name _____

Signature _____

Date _____

City Manager Approval:

Name Jason Laumer

Signature _____

Date _____

Contractor proposal for adjustments in contract sum, contract time, or both, are to be submitted within 14 days of the City approval of the Change Order. Maximum amount for any one Change Order shall conform to the City guidelines and project specifications. Proposals must conform to Change Order Procedures and Pricing Guidelines.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Gabe Johnson, Director of Engineering
Date: September 12, 2017
Re: Concrete Material Storage Bin

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and MHB Construction Inc., in the amount of \$74,854 for the construction of concrete material storage bins for the Public Works Department (Fourmentin)

Background Information:

The Public Works Department is in need for concrete bins which will be used for the storage of aggregates.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

2017 Bond Issuance

Legal Review:

City Attorney would have to review

Supporting Documents:

Bid Tabulation

Cover Sheet/Vicinity Map

Contract

Staff Recommendation:

Approve



CITY OF CELINA, TEXAS

CONCRETE MATERIALS STORAGE BIN

February 2017

CITY COUNCIL

SEAN TERRY

BILL WEBBER

WAYNE NABORS

ANDY HOPKINS

CARMEN ROBERTS

MINDY KOEHNE

CHAD ANDERSON

MAYOR

PLACE 1

PLACE 2

PLACE 3

PLACE 4

PLACE 5

PLACE 6/

MAYOR PRO TEM

STAFF

RICK CHAFFIN

VICKI FAULKNER

GABE JOHNSON, P.E.

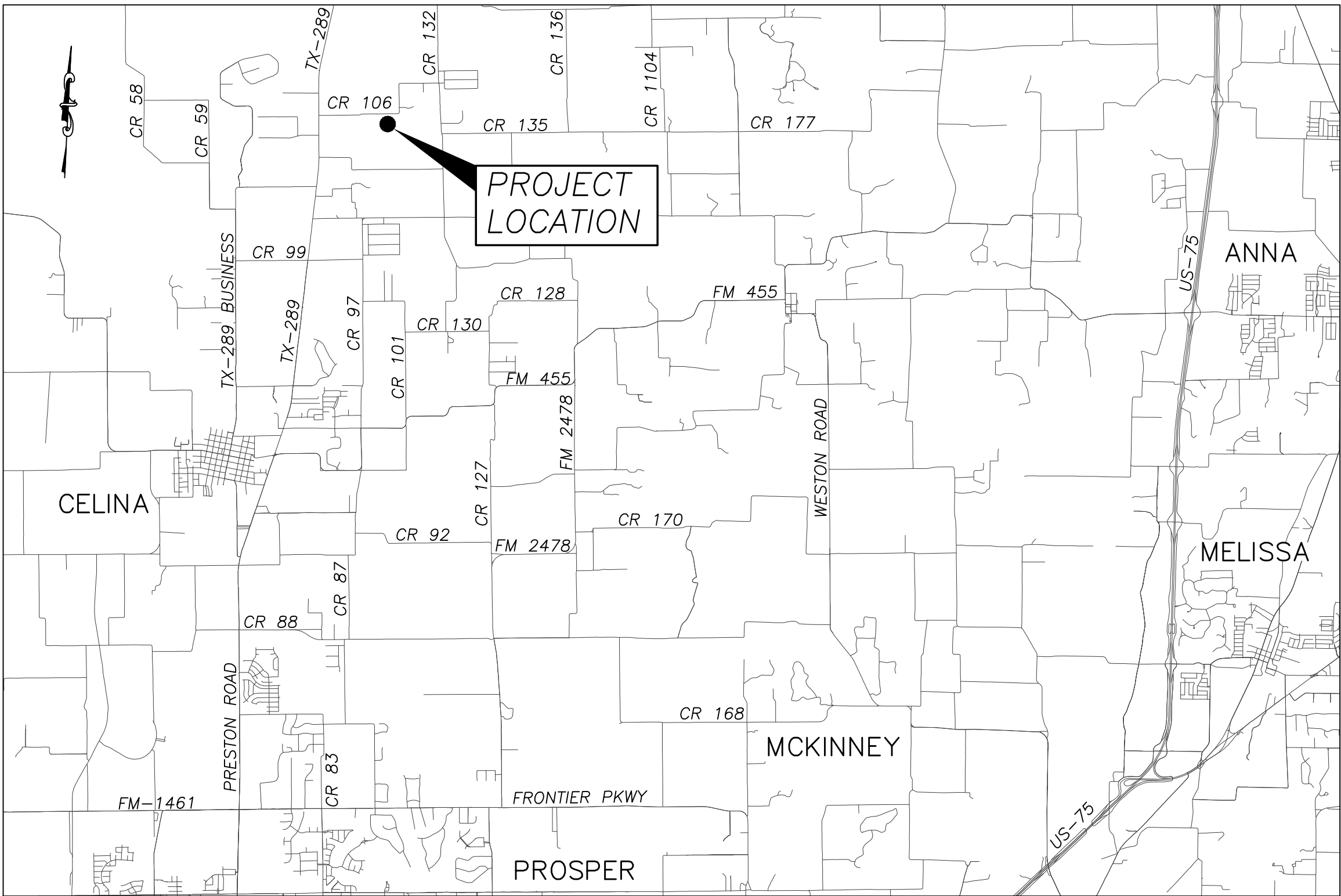
ALAN FOURMENTIN

INTERIM CITY MANAGER

CITY SECRETARY

DIRECTOR OF ENGINEERING

DIRECTOR OF PUBLIC WORKS



VICINITY MAP
NTS

SHEET INDEX

NO.	TITLE
01	COVER SHEET
02	CONCRETE STORAGE BIN PLAN AND DETAILS



TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
2801 Network Blvd, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

**PROJECT MANUAL:
PROPOSAL, SPECIFICATIONS, CONTRACT, & BOND FORMS**

**CONCRETE STORAGE BINS
PROJECT NO. B06**

For

City of Celina

142 N. Ohio Drive • Celina, Texas 75009



Sean Terry
Bill Webber
Wayne Nabors
Andy Hopkins
Carmen Roberts
Mindy Koehne
Chad Anderson

Mayor
Place 1
Place 2
Place 3
Place 4
Place 5
Place 6



August 2017



CITY OF CELINA
ADVERTISEMENT FOR BIDS

CONCRETE STORAGE BINS
Project No. B06

Sealed Bids will be received at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009 until 3:30 PM on Tuesday, August 29, 2017, and then publicly opened and read for furnishing of all labor, materials, equipment and performing all work required for the CONCRETE STORAGE BINS.

Plans and Specifications may be obtained from the office of Cobb, Fendley & Associates. Inc, 2801 Network Boulevard, Suite 800, Frisco, TX 75034. For more information, please call (972) 335-3214.

A **Mandatory** Pre-Bid Meeting is scheduled for 4:00 PM on Tuesday, August 22, 2017 at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas.

Published: Celina Record, August 11, 2017 and August 18, 2017.

TABLE OF CONTENTS

SECTION 1	Notice to Bidders
SECTION 2	Prevailing Wage Rates for Municipal Construction
SECTION 3	Proposal
SECTION 4	Bidder Qualification Statement
SECTION 5	Bid Bond
SECTION 6	Standard Form of Agreement
SECTION 7	Performance Bond and Payment Bond
SECTION 8	Maintenance Bond
SECTION 9	General Conditions of Agreement
APPENDIX “A”	Traffic Control Guidelines & Application
APPENDIX “B”	Drug-Free Jobsite on City Construction Projects
APPENDIX “C”	CONTRACTOR’s Affidavit of Final Payment and Release
APPENDIX “D”	TXDOT Permits
ATTACHMENT “1”	Pay Estimate Check List
ATTACHMENT “2”	Inspection Report – Erosion Control
ATTACHMENT “3”	Change Order Request Form
ATTACHMENT “4”	Request For Information Form (RFI)

SECTION 1

NOTICE TO BIDDERS

Sealed bids addressed to the City Council of Celina, Texas, will be received at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009, until 3:30 PM, Tuesday, August 29, 2017 and then publicly opened and read, for furnishing all labor, material, and equipment required for the CONCRETE STORAGE BINS project. Bid related information shall be documented on the blank form(s) of the proposal as furnished with the Project Name, Number, and date of bid opening clearly documented on the upper left-hand corner.

The Project consists of constructing concrete storage bins per plans and specifications at a location to be determined by the City of Celina.

All proposals shall be accompanied by a cashier's check or certified check drafted upon a national or state bank in the amount of five (5) percent of the total maximum bid price, payable without recourse to the OWNER, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute a payment and performance bonds within ten (10) days after award of contract. Bids without check or bid bond will not be considered.

The OWNER will attempt to award the Contract within 90 days after the opening of proposals. The award, if made, shall be to the lowest bidder; but in no case shall the award be made until after investigations are made as the responsibility of the bidder to whom it is proposed to award the Contract. If awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract.

All bid securities will be returned to the respective bidders within thirty (30) days after the bids are opened, except those which the OWNER elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within fifteen (15) days.

The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

The right is reserved, as the interest of the OWNER may require, to reject any and all bids and to waive all formalities in bids received.

Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

- (1) reasonable belief that collusion exists among the bidders;
- (2) reasonable belief that any bidder is interested in more than one proposal for the work contemplated;
- (3) the bidder having a history of filing frequent, excessive and merit less claims, or fraudulent claims, against the OWNER, or against other CONTRACTORS on a project of the OWNER;
- (4) the bidder having withdrawn a previous bid after the bid was opened, or the bidder failing to enter into a Contract after submitting a bid;
- (5) the bidder or its surety having defaulted on a previous Contract, or the bidder performing poorly on a previous Contract;
- (6) lack of competency, skill, judgment, financial capability, integrity, reputation, reliability or responsibility to perform the work as revealed by the bid proposal, bid questionnaires, financial statement, performance history or other relevant information obtained by the OWNER;
- (7) uncompleted work which in the judgment of the OWNER shall prevent or hinder the prompt completion of additional work if awarded;
- (8) failure of the bidder to submit a bid bond, or submission of a cashier's check drawn on a state or national bank not located in the OWNER'S jurisdictional area; or
- (9) unbalanced value of any bid items;
- (10) the bidder, its supervisors, or its SUBCONTRACTORS having an unacceptable safety record;
- (11) the bidder, its supervisors, or its SUBCONTRACTORS having misrepresented information in the bid documents including the Bidder's Qualifications or the bidder, its supervisors, or its SUBCONTRACTORS having misrepresented any information on this or past dealings with the OWNER.

Bidders should carefully examine the plans, specifications, and other documents; visit the work site; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should be in doubt as to the meaning, the bidder should immediately notify the ENGINEER and obtain clarification prior to submitting any bid.

Plans, specifications and bidding documents may be obtained from the office of Cobb, Fendley & Associates. Inc, 2801 Network Boulevard, Suite 800, Frisco, TX 75034, and are also available online at www.civcastusa.com.

SPECIAL NOTES:

1. **Bidder Qualification Statement:** The “Bidder Qualification Statement” shall be submitted with this Bid (See Section 4).
2. **Prior to beginning construction, the successful BIDDER shall:**
 - Submit a Construction Schedule.
 - Provide five (5) shop drawings and submittals (if applicable).
 - Provide a 24-hour emergency telephone contact.
3. **Within ten (10) working days following the City Council’s Award of the Contract:**
 - The CONTRACTOR shall execute all Bid Documents, Applicable Bonds, Certificate of Insurance (Certificate of Insurance in favor of the OWNER with a thirty (30) day notice of cancellation, **naming the “City of Celina” as an additional insured** and showing that the CONTRACTOR has the coverage required herein. **All coverage shall include a waiver of subrogation clause in favor of the OWNER.** The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-CONTRACTORS.), and Worker Compensation Insurance.
 - Attend a pre-construction meeting with Full Time Superintendent for the CONTRACTOR present.
 - The CONTRACTOR shall sign the necessary agreements entering into the required Contract with the OWNER. No Contract shall be binding on the OWNER until all authorized signatures required by law have been affixed and the executed Contract delivered to the CONTRACTOR.
 - Failure to Execute: The failure of the CONTRACTOR to execute the Contract or provide the required statutory surety bonds within 10 business days after the Contract is awarded shall constitute a breach of its proposal and the OWNER may annul the award and retain the proceeds of the bid security. The contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the items listed in the Special Notes of the Notice to Bidders and in Section 9-7.01 Abandonment by CONTRACTOR. In the event the OWNER should readvertise for bids, the defaulting CONTRACTOR may not be eligible to bid.
 - Upon OWNER receipt of the executed Contract and the required insurance and surety bonds, a notice to proceed shall be issued by the OWNER indicating the date upon which the Contract time shall start and the projected date of completion. The CONTRACTOR shall commence work within 10 days from the date specified in the written Notice to Proceed. No work shall commence before the notice to proceed has been issued.
4. A **Mandatory** Pre-Bid Meeting is scheduled for 4:00 PM on Tuesday August 22, 2017 at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009.

5. The CONTRACTOR will not be allowed to work on Sundays or the following holidays:
 1. New Year's Day
 2. Martin Luther King Jr. Day
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Thanksgiving Day and succeeding Friday
 7. Christmas Eve
 8. Christmas Day
6. Alteration of a sealed document without proper notification of the responsible Engineer is an offense under the Texas Engineering Practice Act.
7. The successful CONTRACTOR is required to provide all bonding information to his/her SUBCONTRACTORS and suppliers upon request; also all SUBCONTRACTORS shall provide proof of insurance and workman's compensation documents to the general CONTRACTOR.
8. The CONTRACTOR must provide proof of current certificate of insurance throughout the duration of the project.
9. The contract (including any or all sections or alternates) will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the OWNER.
10. Mobilization, bonding and insurance costs due to project changes and delays shall be subsidiary to the individual bid items and shall not be billed separately.
11. Change Order proposals shall not include separate costs for labor, equipment and fuel charges unless method 'C' is incorporated in "Section 9-6.04 Extra Work" and shall be agreed upon by the OWNER prior to commencing the extra work by the CONTRACTOR.
12. Extra work such as Change Orders shall utilize the same unit costs submitted by the CONTRACTOR at the time of bidding the Project. See "Section 9-5.02 Estimated Quantities".

SECTION 2

PREVAILING WAGE RATE FOR MUNICIPAL CONSTRUCTION IN CELINA, TEXAS (Revised January 4, 2013 from the General Decision Dated August 3, 2011)

The CONTRACTOR shall pay workers and trades, in accordance with statutory requirements and prevailing local wages.

All worker and trade compensation shall be made as provided in the labor standards contract clauses (29 CFR. 5.5 (a) (1) (ii)).

The CONTRACTOR shall comply with all State and Federal Laws applicable to such work. Bidders shall base their bids on rates they expect to pay, if in excess of prevailing local wages. The OWNER will not consider claims for extra payment to CONTRACTOR on account of payment of wages higher than those specified.

SECTION 3

PROPOSAL TO CITY OF CELINA, TEXAS (OWNER)

For CONCRETE STORAGE BINS

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the form of contract, notice to CONTRACTORS, specifications, and the plans therein referred to; that the bidder has carefully examined the locations, conditions, and classes of materials of the proposed work, apparatus, and other items incidental to construction; and that the bidder will do all work and furnish all materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the ENGINEER as therein set forth.

It is understood that the quantities of work to be performed at unit prices are approximate and are intended principally to serve as a guide in evaluating bids.

The OWNER reserves the right to make changes in the quantities of the work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits.

It is further agreed that the quantities of work to be performed at unit prices; or materials to be furnished, may be increased or decreased as deemed necessary by the ENGINEER to fully complete the work as planned. The OWNER reserves the right to increase or decrease the amount of work to be performed by an amount not to exceed twenty-five (25) percent of the original bid. In the event the increase pertains to items not in the original bid, the CONTRACTOR shall submit a bid in writing for the ENGINEER'S review.

It is further agreed that lump sum prices for individual bid items may be increased to cover additional work ordered by the ENGINEER but not shown on the plans or required by the specifications, in accordance with the provision of the general conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The OWNER reserves the right to decrease the work under this contract. Payment to the CONTRACTOR for the contract items shall be made for the actual quantities of work performed and material furnished at the unit prices set forth in the contract, except as provided below.

In the event the twenty-five (25%) percent increase or decrease in quantity of work or material under any major bid item is exceeded, either party to the contract, upon demand, shall be entitled to negotiate for revised consideration of the exceeded portion.

Any revised consideration shall be paid for as is hereinafter provided under Section 9, Item 6.04 of the General Conditions of Agreement. The foregoing notwithstanding, the total original Contract amount shall not be increased more than twenty-five (25%) percent. The CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER'S right to reduce the total by up to 25% of the original Contract. A final reconciliation accounting shall be performed to reflect the final quantities and total dollars for the subject project.

Accompanying this proposal is a bidder's bond on a form supplied by the OWNER, a certified check, or a cashier's check payable to the OWNER in the amount of (5% of amount of Bid dollars) (Written Amount) (\$_____). The bid security accompanying this proposal shall be returned to the bidder unless the bidder fails to execute the contract and obtain a Performance bond within fifteen (15) days of contract award by the OWNER. In such case, the bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure by the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

PREPARATION OF PROPOSAL: The bidder shall submit the proposal on forms furnished by the City. The bidder shall fill in the blanks for the "Unit Price" and the "Extended Price" written in ink or by computer printer in numerals. Such prices shall be distinctly legible and the "Unit Price" shall govern. The bidder shall state on the Proposal Summary; **Total and Grand Total** prices, written in ink both in numerals and words, for which he proposes to do the work contemplated or furnish the materials required. In case of discrepancies between prices written in words and numerical prices, **the numerical price shall govern.** If an individual submits the proposal, the individual or a duly authorized agent must sign the proposal. If a firm, association, or partnership submits the proposal, the name and address of each principal or member must be given. If a company or a corporation submits the proposal, the company or corporate name and business address must be given and the proposal signed by an official or duly authorized agent. Powers of Attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

COMPUTER-GENERATED PROPOSAL USE: Computer-generated pages of the proposal may be used in lieu of the proposal form in this section. This option is provided for the convenience of the Bidder.

The computer-generated pages shall be on 8 ½ inches x 11 inches sheets as prescribed on the Excel format provided by the City of Celina. The form can be obtained from the City upon request. The computer generated proposal shall be in this format.

The use by the bidder of computer-generated proposal pages is an option for the convenience of the bidder, and shall not contain added wording intended to modify or amend the wording in the City's form bid proposal, or the provisions of the Contract Documents, including the Details, Specifications, or Special Provisions. All bid items, bid amounts (unit bids and extended totals), subtotals, total amounts for each schedule, and the bid schedule summary page (with the total amount for each schedule and for all schedules) must be submitted, and the risk of error, omission, or failure to include each in accordance with, and matching, the City's final published proposal form shall be borne solely by the bidder; and in the event of error, omission, or failure, the bid shall be declared non-responsive. Bidders are, therefore, strongly advised to check with the City of Celina, Engineering, to ascertain that the bidder has the correct and final published proposal form and all addenda affecting same. The prices in the proposal shall be full compensation for all materials, labor, equipment, testing, and incidental items required to complete the project ready for use. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided in the proposal, and no direct compensation will be made for any other work.

The bidder shall provide the certification on the computer-generated proposal; otherwise, the bid will be considered non-responsive and rejected.

Bid Tabulation:

Bid tabulations will be disbursed to bidders via email addresses provided at the Bid Opening within 48 hours after the bid letting date.

CITY OF CELINA					
CONCRETE STORAGE BINS					
BASE BID SCHEDULE AND SUMMARY					
ITEM NO.	EST. QTY.	UNIT	ITEM DESCRIPTION AND UNIT PRICE (FILL IN SCRIPT)	UNIT PRICE	TOTAL AMOUNT
1	1	LS	MOBILIZATION complete in place, the sum of, _____ Dollars and _____ Cents per LUMP SUM	\$ / LS	\$
2	1	LS	STORMWATER POLLUTION PREVENTION PLAN complete in place, the sum of, _____ Dollars and _____ Cents per LUMP SUM	\$ / LS	\$
3	1	LS	CONCRETE STORAGE BINS complete in place, the sum of, _____ Dollars and _____ Cents per SQUARE YARD	\$ / LS	\$
4	1	LS	PROJECT CLEANUP complete in place, the sum of, _____ Dollars and _____ Cents per SQUARE YARD	\$ / LS	\$
TOTAL AMOUNT BASE BID		_____ Dollars and _____ Cents			\$
TOTAL BID AMOUNT					
BASE BID					
_____ Dollars and _____ Cents \$ _____					

3.4-3.6

Attachment: Celina B06 - Project Manual (Public Works Concrete Material Storage Bin)

NOTES:

1. The successful Bidder will be required to hold his Bid Prices for a period of ninety (90) days. This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 [F] of the Texas Limited Sales, Excise and Use Tax. All equipment and materials not consumed by or incorporated into the project construction are subject to State Sales Tax under House Bill 11, enacted on August 15, 1991. All such taxes shall be included in the various amounts on the proposal form. The Bidder shall submit a breakdown between labor and material costs, as set up in the Proposal [Section 3].

NOTE: The City qualifies for exemption from State and Local Sales Tax pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The CONTRACTOR performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his suppliers an exemption certificate in lieu of the tax. Any such exemption certificate issued by the CONTRACTOR in lieu of the tax shall be subject to the provisions of the State Comptroller and any other applicable state regulation or laws.

2. Bidder is required to submit bids for all Sections of the Project for his/her bid to be considered.

The Bidder is cautioned that the State Law regarding tax exemption for Capital Improvement Projects has been revised. The CONTRACTOR shall be responsible for obtaining the latest information from the State Comptroller's Office and bid accordingly.

The CONTRACTOR shall agree to the number of calendar days specified, submit the Bidders Qualification Statement, a Bid Bond with the completed Bid Items, including all bids, and all addenda in the bid documents; otherwise the bid will be considered non-responsive and will be rejected. The CONTRACTOR shall provide the OWNER with a signed contract to include all the specified bonds and insurance, within ten (10) working - days following the City Council award date.

If the CONTRACTOR is required to perform any additional work above the original approved contract, the CONTRACTOR may request, in writing, additional calendar days for the completion of the extra work. Hence, all additional calendar day requests shall be submitted in writing. Review of such request shall be provided under Section 9, Item 4.02 (Extension of Time). In the event of the award of the contract to the undersigned, the undersigned will furnish a performance bond for the full amount of contract to secure proper compliance with the terms and provisions of the contract and to insure and to guarantee the work until final completion and acceptance and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. The proposed work shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the ENGINEER.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the contract documents. Bid Item Changes in Addenda shall also be reflected in an updated Computer Generated Proposal available for Download with each Addendum issued.

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Addendum No. 4 Dated _____ Received _____

Addendum No. 5 Dated _____ Received _____

Addendum No. 6 Dated _____ Received _____

Printed Name _____

Signed _____

By _____
Title

Address _____

City _____ State _____ Zip Code _____

() _____
Phone Number

SECTION 4

ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL

CONTRACTOR'S QUALIFICATIONS

The CONTRACTOR shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (such as: fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts, etc.) which will require the CONTRACTOR to plan his work efforts and equipment needs with these limitations in mind. The CONTRACTOR shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

BIDDERS QUALIFICATION STATEMENTProject and W.O. #: B06 - CONCRETE STORAGE BINS

CONTRACTOR: _____

Indicate One: **Sole Proprietor** **Partnership** **Other**
 Corporation **Joint Venture**

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers Compensation Insurance Provider: _____

Surety (Performance and Payment): _____

Address: _____

Contact and Phone: _____

Attachment: Celina B06 - Project Manual (Public Works Concrete Material Storage Bin)

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

Backup Superintendent

Total Number of Employees to be Associated with this Job: _____

Managerial _____	Administrative _____	Professional _____
Skilled _____	Semi-Skilled _____	Other _____

Percentage of work anticipated to be done by Bidder's Employees
(Based on Dollars Bid): _____

Percentage of work anticipated to be done by Bidder's SUBCONTRACTORS
(Based on Dollars Bid): _____

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

Access to Tools and Equipment: Percent Owned Percent Rented _____

Number of Years in Business as a CONTRACTOR on Above Types of Works: _____

Type(s) of Work to be done by SUBCONTRACTORS

Include Name, Address, and Phone Number of SUBCONTRACTOR.

Use additional sheets if needed.

Note: CONTRACTOR shall provide references and similar work experience for each SUBCONTRACTOR.

Type of Work

SUBCONTRACTOR

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment	Make	Model	Age (years)
-------------------	------	-------	-------------

List of completed projects of similar type work for the past five (5) years. (Use additional sheets if necessary.)

1. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

List active projects of similar type work:

1. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

OWNER/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: _____

OWNER/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

OWNER/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____
- Percent Complete: _____
- Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____
- Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____
- Project Description: _____
- OWNER/Agency: _____
- Year started: _____ Contract Price: _____
- Contact Person: _____ Phone: _____
5. Project: _____
- Percent Complete: _____
- Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

OWNER/Agency: _____

Year Started: _____ Contract Price: Contact _____

Person: _____ Phone: _____

Trade references (List Company, Address, Contact Person, and Phone):

Bank References (List Institution, Address, Contact Person, and Phone)

Municipal References (List Municipality, Address, Contact Person, and Phone)

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it? _____
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? _____
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? _____
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? _____

I, _____, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Date this _____ day of _____, 20____.

Name of Organization: _____

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME the undersigned authority, on this day personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of 20____.

Notary Public in and for _____ County, Texas

CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the Engineering Department not later than the seventh (7th) business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for bid or proposal, correspondence, or another writing related to a potential agreement with the City. The Conflict of Interest questionnaire **form is available on the reverse side of this notice** or from the Texas Ethics Commission at www.ethics.state.tx.us.

The full text of the Local Government Code related to Conflict of Interest is available at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.171.htm>. Detailed information related to vendors is found in Section § 176.006 “DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE”.

SEE NEXT PAGE

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an OWNERSHIP of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Company Represented _____

Attachment: Celina B06 - Project Manual (Public Works Concrete Material Storage Bin)

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

SECTION 5**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, Principal (CONTRACTOR), and Surety, are held and firmly bound unto OWNER, Obligee, in the sum of (Written Amount)
 _____ (\$ _____).

FIVE PERCENT OF AMOUNT BID BY PRINCIPAL (\$ _____) Dollars (5% of Bid) as a proper measure of liquidated damages for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by this Obligation

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

CONCRETE STORAGE BINS

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligees may suffer by reason of such failure not exceeding the amount of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated _____ day of _____, 20 .

By: _____ (Seal)
 Principal

By: _____
 Attorney-in-Fact

SECTION 6

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

THIS AGREEMENT, made and entered into this day of _____, 20 by and between the City of Celina of the County of Collin and State of Texas, acting through the City Manager of the City of Celina thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and of the City of _____ County of and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of _____ Dollars (\$ _____) and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

CONCRETE STORAGE BINS

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to CONTRACTORS, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by the City ENGINEER herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within 90 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions in Section 9 of this Bid Book.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to this instrument have executed this Agreement in the year and day first above written.

Party of the Second Part (CONTRACTOR)

By: _____

Title

Attest: _____

Approved as to form

(City Attorney)

The City of Celina

Party of the First Part (OWNER)

By: _____
(City Manager)

ATTEST: _____
(City Secretary)

SECTION 7

PERFORMANCE BOND

STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS That we, _____ of the City of _____ County of _____, and State of _____ as, Principal (CONTRACTOR), and authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Celina (OWNER), in the sum of (Written Amount) Dollars (\$) as a proper measure of liquidated damages, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the day of _____, 20____, to do:

CONCRETE STORAGE BINS

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code (formerly Article 5160 of Vernon's Annotated Civil Statute) and this Bond and all of the provisions herein contained shall be solely for the protection of the named OWNER which has awarded the contract referred to.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument
this day of _____, 20____.

Principal

Surety

By: _____

Title: _____

Address: _____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

PHONE: (____) _____ - _____

PAYMENT BOND

STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That we, of the City of _____ County of _____, and State of _____, as, Principal (CONTRACTOR), and authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Celina (OWNER), in the penal sum of (Written Amount) _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the day of _____, 20____ to do:

CONCRETE STORAGE BINS

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a SUBCONTRACTOR in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument this _____ day of _____, 20_____.

Principal

Surety

By: _____

Title: _____

Address: _____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

PHONE #: () -

SECTION 8

MAINTENANCE BOND

THE STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL BY THESE PRESENTS

THAT _____ as Principal (CONTRACTOR), and _____, a corporation authorized to do business in the State of Texas, as Surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Celina, a municipal corporation of the States its successors and assigns, at Celina, Collin County, Texas the sum of (Written Amount) _____ Dollars (\$), one hundred (100%) percent of the total amount of the contract for the payment of which sum said principal and surety do hereby bind themselves, their successors and assigns, jointly and severally.

WHEREAS, said (CONTRACTOR) _____ has this day entered into a written contract with the said City of Celina to build CONCRETE STORAGE BINS which contract and the plans and specifications therein mentioned, adopted by the City of Celina, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and do all necessary backfilling that may become necessary in connection therewith and do and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said CONTRACTOR on account of any breaking of such improvements, caused by the said CONTRACTOR on constructing the same or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said CONTRACTOR, and in case the said CONTRACTOR shall fail to repair, reconstruct or maintain said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said CONTRACTOR and its surety on this obligation, and said CONTRACTOR and surety shall be subject to the damages in said contract for each day's failure on the part of said CONTRACTOR to comply with the terms and provisions of said contract and this bond.

NOW, THEREFORE, if the said CONTRACTOR shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect.

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF the said as CONTRACTOR and Principal, has caused this instrument to be executed by (CONTRACTOR) _____ and the said _____ as Surety, has caused this instrument to be executed by its Attorney-in-fact _____ and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 20__.

SURETY:

PRINCIPAL:

By : _____
Attorney-in-fact

By : _____

Phone: () - _____

Phone: () - _____

SECTION 9

GENERAL CONDITIONS OF AGREEMENT TABLE OF CONTENTS

9-1 Definition of Terms

9-1.01	OWNER, CONTRACTOR and ENGINEER	9.3
9-1.02	Contract Documents and Standard Specifications.....	9.3
9-1.03	Sub-CONTRACTOR.....	9.4
9-1.04	Written Notice	9.4
9-1.05	Work.....	9.4
9-1.06	Extra Work.....	9.4
9-1.07	Working Day	9.4
9-1.07a	Engineering Construction Inspection Overtime.....	9.4
9-1.08	Calendar Day	9.6
9-1.09	Substantially Completed.....	9.6
9-1.10	Inspection	9.6

9-2 Responsibilities of the ENGINEER and the CONTRACTOR

9-2.01	OWNER-ENGINEER Relationship.....	9.7
9-2.02	Professional Inspection by ENGINEER.....	9.7
9-2.03	Payments for Work	9.7
9-2.04	Initial Determinations.....	9.7
9-2.05	Lines and Grades	9.7
9-2.06	CONTRACTOR's Duty and Superintendent	9.8
9-2.07	CONTRACTOR's Understanding.....	9.9
9-2.08	Character of Workers	9.9
9-2.09	Field Offices	9.9
9-2.10	Sanitation	9.9
9-2.11	Shop Drawings	9.9
9-2.12	Preliminary Approval	9.10
9-2.13	Defects and Their Remedies	9.10
9-2.14	Changes and Alterations	9.10

9-3 General Obligations and Responsibilities

9-3.01	Keeping of Plans, Specifications and As Builts Accessible.....	9.12
9-3.02	Ownership of Drawings	9.12
9-3.03	Adequacy of Design	9.13
9-3.04	Right of Entry	9.13
9-3.05	Collateral Contracts	9.13
9-3.06	Discrepancies and Omissions	9.13
9-3.07	Equipment, Materials and Construction Area.....	9.13
9-3.08	Damages.....	9.14
9-3.09	Protection Against Accident to Employees and the Public	9.14
9-3.10	Performance and Payment Bonds	9.14

SECTION 9

GENERAL CONDITIONS OF AGREEMENT TABLE OF CONTENTS

(continued)

9-3.11	Losses from Causes	9.15
9-3.12	Protection of Adjoining Property	9.15
9-3.13	Protections Against Claims of Sub-CONTRACTORS, Etc	9.15
9-3.14	Protection Against Royalties or Patented Invention	9.15
9-3.15	Laws and Ordinances	9.16
9-3.16	Assignment and Subletting	9.16
9-3.17	Indemnification.....	9.16
9-3.18	CONTRACTOR's Liability Insurance	9.17
9-3.19	Workers' Compensation Insurance	9.17
9-3.20	Certificate of Insurance	9.20

9-4 Procession and Progress

9-4.01	Time and Order of Completion	9.21
9-4.02	Extension of Time	9.21
9-4.03	Hindrances and Delays	9.21

9-5 Measurement and Payment

9-5.01	Quantities and Measurements	9.22
9-5.02	Estimated Quantities.....	9.22
9-5.03	Price of Work.....	9.22
9-5.04	Partial Payment.....	9.23
9-5.05	Use of Completed Portions	9.24
9-5.06	Final Completion and Acceptance.....	9.24
9-5.07	Final Payment.....	9.24
9-5.08	Payments Withheld	9.25
9-5.09	Delayed Payments	9.25
9-5.10	Materials on Hand	9.25

9-6 Extra Work and Claims

9-6.01	Change Orders.....	9.26
9-6.02	Minor Changes	9.26
9-6.03	Variance from Specific Compliance	9.26
9-6.04	Extra work	9.27
9-6.05	Arbitration.....	9.28
9-6.06	Time of Filing Claims	9.28

9-7 Abandonment of Contract

9-7.01	Abandonment by CONTRACTOR.....	9.29
9-7.02	Abandonment by OWNER.....	9.31
9-7.03	Waiver of Attorney's Fees.....	9.31

9-1 DEFINITIONS OF TERMS

9-1.01 OWNER, CONTRACTOR AND ENGINEER:

The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "ENGINEER" in these specifications shall be understood as referring to the City ENGINEER of Celina, Texas or other such ENGINEER, Superintendent, or Inspector as authorized by said OWNER to act in any particular position. The ENGINEER shall also be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

9-1.02 CONTRACT DOCUMENTS AND STANDARD SPECIFICATIONS:

The Contract Documents shall consist of the Notice to Bidders, Prevailing Wage Rates for Municipal Construction, Proposal, Bid Bond, Standard Form of Agreement, Performance Bond and Payment Bond, Maintenance Bond, General Conditions of Agreement, Special Conditions of Agreement, Traffic Control Guidelines, Drug-Free Jobsite on City Construction Projects, CONTRACTOR's Affidavit of Final Payment and Release, Capital Improvement Project Sign Detail, Construction Plans and Details, Technical Specifications, North Central Texas Standard Specifications for Public Works Construction Latest Edition (N.C.T.C.O.G.), Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, Latest English System Edition, and Special Bonds (when required).

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract documents, priority of control shall be in the following order; Notice to Bidder, Special Conditions of Agreement, Construction Plans and Details, Technical Specifications, Standard Form of Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, General Conditions of Agreement, North Central Texas Standard Specifications for Public Works Construction latest Edition (N.C.T.C.O.G.), and Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, Latest English System Edition.

It will be the CONTRACTOR'S responsibility to keep a copy of the City, Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, and N.C.T.C.O.G. specifications with the latest revision. Copies of the N.C.T.C.O.G. specification can be obtained from - NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, PO DRAWER COG, ARLINGTON, TEXAS 76005-5888 (817) 461-3300.

Interpretation - No provision of this contract shall be construed against or interpreted to the disadvantage of any party by any arbitrator or any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provisions. The OWNER, ENGINEER, and CONTRACTOR are of equal bargaining position and have executed this contract of their own free wills after consulting with competent legal counsel, and both parties are fully informed of and familiar with its terms.

9-1.03 SUB-CONTRACTOR:

The term Sub-CONTRACTOR, as employed herein, includes only those having a direct contact with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

9-1.04 WRITTEN NOTICE:

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

9-1.05 WORK:

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water; light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality.

The CONTRACTOR shall, if required furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

9-1.06 EXTRA WORK:

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", Item 9-2.14 contained herein.

9-1.07 WORKING DAY: A "Working Day" is defined as any day not including Saturdays, Sundays, or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

9-1.07a ENGINEERING CONSTRUCTION INSPECTION OVERTIME: The City of Celina will not provide the services of its Engineering Inspectors on weekends or City Holidays free of charge.

Any CONTRACTOR requiring the services of an Engineering Inspector on weekends or City of Celina holidays will be charged a rate of \$50.00 per hour (minimum of 4 hours) for engineering inspection services. The CONTRACTOR will be required to notify the City by Fax at (972) 382-2682 and email the project inspector and the Chief Engineering Inspector before 12:00 PM on the Wednesday before such work is anticipated to be performed with the information contained in the attached "Request for Engineering Construction Inspection Overtime" form. The CONTRACTOR shall deliver the amount made as a check to the "City of Celina" along with the completed attached "Request for Engineering Construction Inspection Overtime" form to the Contract Administrator, Engineering Administrative Manager's Office located at 107 E. Elm Street, Celina, Texas 75009 by 1:00 pm, the working day prior to the Saturday or Holiday that is to be worked. No money will be exchanged in the field.

Following the performance of inspection services, an invoice will be prepared and mailed to the CONTRACTOR via the U.S. Postal Service for any amount over the minimum 4 hours. Please note that the minimum amount will be deducted from the total invoice amount. All invoices must be paid in order for the CONTRACTOR to receive the retained funds at the termination of a project, and/or to receive a final project acceptance.

The CONTRACTOR will be charged only for the hours worked over the minimum amount. If the CONTRACTOR works less than the minimum 4 hours, no invoice will be generated. If an Inspector watches several projects and the remitted deposits equal or surpass the amount needed to pay for the hours, no invoices will be delivered.

If the CONTRACTOR is unable to work for any reason, including weather, the assigned Inspector is to be notified two hours prior to the anticipated work time. If the CONTRACTOR fails to notify the inspector that the work has been canceled, the fee will not be refunded. The CONTRACTOR must make contact with the inspector by phone so he is aware the work has been canceled.

The Chief Engineering Inspector will determine the appropriate number of Inspectors necessary and which Inspectors will work on each Saturday or Holiday.

SUMMARY OF NEW PROCESS

The CONTRACTOR will be required to notify the City by Fax and email before 12:00 PM on the Wednesday before such work is anticipated to be performed with the information contained in the attached "Request for Engineering Inspection Overtime" form.

CONTRACTOR delivers the amount (minimum 4 hours Fee (\$200.00)) as a check made to the "City of Grand Prairie" and the completed attached "Request for Engineering Construction Inspection Overtime" form to the Contract Administrator, Engineering Administrative Manager's Office before 1:00 pm, the working day prior to the Saturday or Holiday that is to be worked. No money will be exchanged in the field.

CONTRACTOR works desired number of hours and is invoiced at \$50.00 per hour for the number of hours worked by the Inspector minus the previously remitted \$200.00 fee.

CONTRACTOR pays invoice sent by mail.

Overtime during the work week is not subject to any of the requirements listed above unless it falls on a Holiday. Night time tie-ins are also exempt from these rules when they are done in an effort to reduce the impact of water outages to our customers.

WORK PERFORMED WITHOUT BENEFIT OF INSPECTION

If the check and request form is not delivered by 1:00 pm one workday prior to the Saturday or Holiday that is to be worked, the CONTRACTOR will not be able to work on the Holiday or Saturday. The consequences of work being performed without the benefit of inspection on Saturdays or Holidays will be the removal of all work performed without the appropriate inspection, as determined by the Chief Engineering Inspector. If there is ever any question as to what requires inspection, please check with the assigned Inspector or Chief Engineering Inspector. We will be glad to provide direction.

HOLIDAY SCHEDULE

The Holiday provisions of this process apply to the following City of Grand Prairie holidays:

Martin Luther King Day (third Monday in January)
Thanksgiving Friday (Friday after Thanksgiving Day)
Christmas Eve (December 24)

The Holiday provisions of this new process do not apply to the Holidays listed below. These Holidays will be observed and no work will be permitted except in the most extreme circumstances and with prior approval from the Chief Engineering Inspector.

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Please note that any holidays falling on Saturday will be observed on the preceding Friday. Any holidays that fall on Sunday will be observed on the following Monday.

9-1.08 CALENDAR DAY: "Calendar Day" is any day of the week or month, no days being excepted.

9-1.09 SUBSTANTIALLY COMPLETED: By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment, as determined by the ENGINEER.

9-1.10 INSPECTION: The City Engineering Division will inspect the work. Work not completed in accordance with the Plans and Specifications shall be corrected at the CONTRACTOR'S expense.

9-2 RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

9-2.01 OWNER-ENGINEER RELATIONSHIP:

The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER, and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

9-2.02 PROFESSIONAL INSPECTION BY ENGINEER:

The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident therein or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any SUBCONTRACTOR or any of the CONTRACTOR'S or SUBCONTRACTOR's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

9-2.03 PAYMENTS FOR WORK:

The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application of payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

9-2.04 INITIAL DETERMINATIONS:

The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within thirty (30) days of the CONTRACTOR'S written objection to the decision.

9-2.05 LINES AND GRADES:

Unless otherwise specified, all lines and grades shall be furnished by the CONTRACTOR. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal shall be replaced at no additional expense.

9-2.06 CONTRACTOR'S DUTY AND SUPERINTENDENT:

The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep a full time competent superintendent (with five (5) years minimum supervisory experience & work resume), back up superintendent (with five (5) years minimum supervisory experience & work resume), and any other assistants on the project during its progress. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent CONTRACTOR, solely responsible for the manner and method of completing this work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER, shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance.

Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from responsibility to complete all work in accordance with said plans and specifications.

9-2.07 CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the CONTRACTOR, by careful examination, is satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

9-2.08 CHARACTER OF WORKERS:

The CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform in writing that any worker(s) on the project are, in his opinion, incompetent, unfaithful or disorderly, such worker(s) shall be discharged from the project and shall not again be employed for this project without the ENGINEER'S written consent.

9-2.09 FIELD OFFICES:

The installation of field offices shall be permitted only at such places as approved by the ENGINEER. In addition, all sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER. The CONTRACTOR shall be responsible for obtaining and paying for all necessary Permits.

The CONTRACTOR shall not be required to provide a field office for the OWNER's Field Representative; however, the CONTRACTOR'S Superintendent shall be available on the job site at all times when portions of the work are in progress.

9-2.10 SANITATION:

Necessary sanitary conveniences for use by workers on the project shall be properly secluded from public observation and shall be constructed and maintained by the CONTRACTOR in such manner and at such points as approved by the ENGINEER. Onsite sanitary convenience facilities and their use shall be strictly enforced.

9-2.11 SHOP DRAWINGS:

The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in work or in that of any other CONTRACTOR, five (5) check copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall review them with reasonable promptness, making desired comments. The CONTRACTOR shall make any revisions required by the ENGINEER; file with him two revised copies and furnish other copies as may be needed. The ENGINEER'S review of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless the CONTRACTOR has, in writing, called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve the CONTRACTOR from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on the CONTRACTOR'S ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent CONTRACTOR as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

9-2.12 PRELIMINARY APPROVAL:

The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good new material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval the CONTRACTOR shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

9-2.13 DEFECTS AND THEIR REMEDIES:

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

9-2.14 CHANGES AND ALTERATIONS:

The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 9, Item 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 9, Item 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall compensate the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such changes due to actual expenses incurred in preparation for the work as originally planned.

9-3 GENERAL OBLIGATIONS AND RESPONSIBILITIES

9-3.01 KEEPING OF PLANS, SPECIFICATIONS AND RECORD DRAWINGS ACCESSIBLE:

The ENGINEER shall furnish the CONTRACTOR with three (3) sets of plans, profiles and specifications, if required, at no expense to the CONTRACTOR. Additional sets of plans may be purchased from the ENGINEER.

The CONTRACTOR shall maintain, at the Job Site, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, and Change Orders, in good order and marked to record all changes made during construction, and updated daily. These shall be referred to as record drawings, and shall be available to the OWNER and ENGINEER, upon request with the latest revisions noted thereon. The As-Built drawings, marked to record all changes made during construction, shall be delivered to the ENGINEER upon completion of the Project, with a letter signed by the CONTRACTOR stating that the record plans submitted show all changes made during construction.

The CONTRACTOR shall review the updated record drawings with the ENGINEER, at the time of the monthly partial payment submittal. Failure of the CONTRACTOR to maintain the record drawings shall be grounds for the withholding of that month's partial payment submittal, until the record drawings are properly updated and reviewed.

The CONTRACTOR shall have a Registered Professional land Surveyor (RPLS) tie "as-built" locations of all valves, blow offs, manholes, inlets, bends, tees, crosses, P.C.'s, P.T.'s, and at every five hundred (500) feet along straight lines and curves on proposed mains. Horizontal and vertical data must be collected for each tie. Ties shall be made at the top of pipe and all control points and bench marks used in the survey shall be consistent with the plans and reported. Such work will be performed prior to backfill and the results furnished to the City. The points shall be recorded and reviewed monthly on the "as-built" drawings. The CONTRACTOR shall also provide an ASCII file containing point number, northing coordinate, easting coordinate, elevation, and point description for each tie and control point used in the survey. The ASCII file shall be submitted with the monthly invoice on Digital Video Disc (DVD) and at the end of the project with the "as-built" drawings in electronic format on a DVD accompanied with a hard copy print of the file. Construction As Built Surveying shall only be performed if called out as a bid item or listed as subsidiary to another bid item.

9-3.02 OWNERSHIP OF DRAWINGS:

All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work and, with the exception of the signed contract sets, are to be returned to the ENGINEER on request, at the completion of the work. All models (if any) are the property of the OWNER.

9-3.03 ADEQUACY OF DESIGN/CONSTRUCTION:

It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the ENGINEER shall be responsible for the adequacy of the design, sufficiency of the Contract documents, the safety of the completed structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The CONTRACTOR is bound to perform his services to the standards of the industry. If the CONTRACTOR determines the design to be inadequate, he shall notify the OWNER and ENGINEER prior to construction the items he feels are inadequate. The CONTRACTOR shall comply with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show compliance with said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

9-3.04 RIGHT OF ENTRY:

The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

9-3.05 COLLATERAL CONTRACTS:

The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

9-3.06 DISCREPANCIES AND OMISSIONS:

It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents", Item 9-1.02, shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

9-3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION AREA:

The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all part of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

9-3.08 DAMAGES:

In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

9-3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC:

The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction", Latest Edition of the Associated General CONTRACTORS of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent CONTRACTOR.

9-3.10 PERFORMANCE AND PAYMENT BONDS:

Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished to and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the Surety Company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

The Government Code of Texas in Section 2253.021 requires the prime CONTRACTOR, before beginning work, to execute a performance bond if the contract is in excess of \$100,000, and a payment bond if the contract is in excess of \$25,000. The performance bond is solely for the protection of the governmental agency awarding the public works contract, in the amount of the contract, and conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime CONTRACTOR or a SUBCONTRACTOR to supply public work labor or material, and in the amount of the contract.

9-3.11 LOSSES FROM CAUSES:

Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

9-3.12 PROTECTION OF ADJOINING PROPERTY:

The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim or any kind arising out of the existence or character of work.

9-3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, WORKERS, MATERIAL MEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES:

The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-CONTRACTORS, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may, at the option of the CONTRACTOR, either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

9-3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION:

The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or OWNER. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER, and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER: provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

9-3.15 LAWS AND ORDINANCES:

The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and with the execution of this contract shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

9-3.16 ASSIGNMENT AND SUBLETTING:

The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER as provided by this Agreement.

9-3.17 INDEMNIFICATION:

The CONTRACTOR with the execution of this contract shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, rising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- A. 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
- B. Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

In the performance of this contract, CONTRACTOR agrees to assume liability for doing or failing to do anything that may result in the death of or bodily injury to any person and loss of or damage to any property. CONTRACTOR agrees to provide all necessary safeguards and to take all proper precautions against the occurrence of accidents, injuries or damages to any persons or property and to be responsible for and to indemnify and save harmless the OWNER and ENGINEER from all loss or damage to any or all claims rising by reason of accidents, injuries or damage to any persons, including the employees and agents of the CONTRACTOR, and sub-CONTRACTOR, or the OWNER or any property in connection with work pursuant to this contract, regardless of the degree of supervisory capacity any agent employee of the OWNER might have, and from all fines, penalties or loss incurred by reason of the violation of any law, regulation or ordinance. CONTRACTOR further agrees to defend, at CONTRACTOR'S expense, any and all suits or actions, civil or criminal arising out of such claims or matters.

9-3.18 CONTRACTOR'S LIABILITY INSURANCE:

The CONTRACTOR, at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance types and policies are described in Section 10-3 Paragraph B. of this contract, and are generally described as comprehensive and liability insurance, and automobile insurance.

9-3.19 WORKERS' COMPENSATION INSURANCE:

- A. In accordance with Texas Workers' Compensation Commission New Rule 28 TAC *110.110, the following language is required:

1. Definitions:

Certificate of coverage ("certificate")-A copy of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("SUBCONTRACTOR" in Section 406.096 of the Texas Labor Code) -includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent CONTRACTORS, SUBCONTRACTORS, leasing companies, motor carriers, OWNER-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing

labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the necessary requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project
3. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the CONTRACTOR'S current certificate of coverage end during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the governmental entity.
 - (a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificate of coverage showing coverage for all persons providing services on the project; and
 - (b) No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:

Provide coverage, based on proper reporting of classification codes and payroll

amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (a) provide to the CONTRACTOR, prior to the person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (c) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage. If the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (d) Obtain from each other person with whom it contracts, and provide to the CONTRACTOR
 - (1) a certificate of coverage, prior to the other person beginning work on the project
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period. If the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (f) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and

payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The CONTRACTOR'S failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
12. The required notice at the project shall be in text of at least a nineteen (19) point type, with a title in at least thirty (30) point type, and shall contain the following text, in English and Spanish:

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers; Compensation Commission at 512-440-3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

9-3.20 CERTIFICATE OF INSURANCE:

Before commencing any work, CONTRACTOR shall file with OWNER valid Certificates of Insurance, from an Insurance Company with a rating of A or higher in the current Best's Key Rating Guide and acceptable to the OWNER and the ENGINEER.

9-4 PROCESSION AND PROGRESS

9-4.01 TIME AND ORDER OF COMPLETION:

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such time and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflicts will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

9-4.02 EXTENSION OF TIME:

Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other CONTRACTORS employed by the OWNER or by changes ordered in the work, or by strikes, lockouts, fires and unusual delays by common carriers, or unavoidable causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension, to be determined by the ENGINEER, provided however, that the CONTRACTOR shall give the ENGINEER notice in writing of the cause of such delay within thirty (30) days of the event. The OWNER shall have thirty (30) days from the time the CONTRACTOR submits his request for the extension of time to respond in writing as to the approval or denial.

If the extension is denied, the requirement for Failure to Complete Work on Time will be enforced as specified in the contract. Refer to Section 10 Item 6 for outline of Project Construction Schedule and Section 10 Item 23 for Failure to Complete Work on Time.

9-4.03 HINDRANCES AND DELAYS:

The CONTRACTOR shall make no claims for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by the OWNER; the OWNER shall pay such stoppage of said work to CONTRACTOR.

9-5 MEASUREMENT AND PAYMENT

9-5.01 QUANTITIES AND MEASUREMENTS:

No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

9-5.02 ESTIMATED QUANTITIES:

This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR, agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as twenty-five (25%) percent more than or twenty-five (25%) percent less than the estimated or contemplated quantity for such items, then either party to this Agreement upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty-five (25%) percent of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item included in the proposal that has a total cost equal to or greater than five (5) percent of the NOT TO EXCEED TOTAL AMOUNT OF BID or any item that exceeds twenty-five thousand dollars (\$25,000).

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

9-5.03 PRICE OF WORK:

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

9-5.04 PARTIAL PAYMENTS:

Except as otherwise provided by the Contract, between the 25th day and the last day of each month the CONTRACTOR shall make an estimate of the value of the work done during the month under the specifications. The CONTRACTOR shall prepare the estimate on a form approved by the ENGINEER. The CONTRACTOR shall forward the estimate required above to the OWNER or ENGINEER by not later than the last day of the month. The monthly estimate may include acceptable nonperishable materials delivered to and stored at the work site or a storage facility accessible to the OWNER; payment for such stored materials shall be allowed on the same percentage basis of the value as provided hereinafter. The monthly estimate shall also provide such supporting documentation as the ENGINEER or the other applicable provisions of the specifications may require. The OWNER shall verify that the CONTRACTOR'S estimate matches the total value of work done and acceptable non-perishable materials delivered to the work site or storage facility, based upon the bid proposal prices and quantities measured or verified by OWNER. In the event of a discrepancy between quantities of work as shown in the CONTRACTOR'S estimate and measured quantities as shown in the OWNER'S verification, the OWNER'S determination or measurement shall be final, and the CONTRACTOR'S estimate shall be adjusted to reflect the quantities of work as shown by the OWNER'S verification. Payment shall be made by OWNER about thirty (30) days after receipt of the estimate from CONTRACTOR. The payment shall be for the total amount of the approved estimate, less a retainage of ten (10) percent of the completed work for contracts under four hundred thousand (\$400,000) dollars or 5% for contracts over four hundred thousand (\$400,000) dollars. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault and neglect on the part of the CONTRACTOR and OWNER, then the OWNER may - upon written recommendation of the ENGINEER - pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment." OWNER shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities as described above, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment the OWNER has a right to withhold under the Contract.

No pay estimate requests shall be considered unless submitted with the following items as a one complete package:

- **Updated Construction Schedule**
- **SWPPP Reports (Storm Water Pollution Prevention Program) if required**
- **Passing test reports**
- **Updated As-built drawing reviewed by City Inspector**

Note: A check list of these items shall be accompanied by a given pay estimate and shall be initialed by the City Inspector prior to processing. (Please see Attachment 1 of these bid documents).

The CONTRACTOR shall submit to the Engineer a Schedule of Values for each Lump Sum item of work for review and approval 20 days before the work is scheduled to be performed. The CONTRACTOR shall itemize in the Schedule of Values the actual costs to the CONTRACTOR to perform the various parts of the Lump Sum item work which shall include a reasonable overhead and profit cost item. Partial payment for Lump Sum items shall be made based on the value and percentage of the work in the bid item completed, as approved by the OWNER and as reflected in the Schedule of Values.

The CONTRACTOR shall furnish to the OWNER such detailed information as OWNER may request to assist in the review of monthly estimates. It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

Items not included in Section 3 of the General Conditions of the Bid Book shall be subsidiary to those items provided under Section 3.

9-5.05 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire project or such portions may not have expired, such taking possession and use shall not be deemed as acceptance of any work completed in accordance with the Contract documents. If such prior use increases the cost of or delays the project, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

9-5.06 FINAL COMPLETION AND ACCEPTANCE:

After the CONTRACTOR has given the ENGINEER written notice that the work has been completed, the ENGINEER and the OWNER shall inspect such work; if the work is found to be satisfactorily completed in accordance with the Contract Documents, the ENGINEER shall notify the OWNER to start processing project final reconciliation documents. After these documents have been executed by all parties, it shall be the duty of the OWNER to issue a letter of acceptance within 10 days from the date when final reconciliation documents have been executed or advise the CONTRACTOR in writing of the reason for non-acceptance.

9-5.07 FINAL PAYMENT:

Upon notification by the CONTRACTOR of the completion of the project, the ENGINEER shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of this agreement and certify the same to the OWNER with the "CONTRACTOR'S Affidavit of Final Payment and Release" as in Appendix "C". The balance due the CONTRACTOR, under terms of this Agreement, provided the CONTRACTOR has fully performed contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Letter of Acceptance nor the final payment nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty, which may be required.

9-5.08 PAYMENT WITHHELD:

The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probably filing of claims.
- C. Failure of the CONTRACTOR to make payment properly to sub-CONTRACTORS or for material or labor.
- D. Damage to another CONTRACTOR.
- E. Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- F. Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

9-5.09 DELAYED PAYMENTS:

Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, the OWNER shall be re-notified in writing to pay the CONTRACTOR with copy of the invoice. In the event payment not be promptly made, as provided under "Partial Payments," to the CONTRACTOR at any time thereafter the CONTRACTOR may treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payment Withheld."

9-5.10 MATERIALS ON HAND:

The OWNER shall determine and specify in the bid documents which items (if any) warrant materials on-hand consideration. Only Approved Materials purchased and stored more than thirty days before use may be considered for materials on hand. Prior to the reimbursement of Materials On-Hand, the CONTRACTOR shall furnish the OWNER with PAID INVOICES for such materials including other supporting documents the OWNER may deem necessary. Upon receipt of such invoices, the OWNER will revise the corresponding pay items to reflect a line item for labor and another for material. The total price of these two line items shall equal the total price of the whole item. The maximum material unit cost shall not exceed 60% of the total unit price of labor and material.

The CONTRACTOR shall have complete fiscal responsibility as to the safety of the materials on-hand including storage costs and shall protect such materials against theft and other calamities. CONTRACTOR shall make arrangements for the storage of the materials on-hand with installation made in a timely manner. Legitimate Citizens' Complaints shall be accommodated by the CONTRACTOR.

Measurement and Payment for labor costs of such materials shall be made as materials are consumed. Measurement and payment for both material and labor Cost shall be made according to section 9-2.03 (Payment for Work) and section 9-5 (Measurement and Payment) of the bid documents.

9-6 EXTRA WORK AND CLAIMS

9-6.01 CHANGE ORDERS:

Without invalidating this Agreement, the OWNER may, at any time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for "Extra Work", Item 9-6.04, and any change in contract time, which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may, in writing, instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for "Extra Work", Item 9-6.04, involved therein, as hereinafter provided.

9-6.02 MINOR CHANGES:

The ENGINEER may authorize minor changes in the work by field order not inconsistent with the overall intent of the Contract documents and not involving an increase in Contract price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Change Order.

In such case, the CONTRACTOR, by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Change Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract price shall be made prior to beginning the work covered by the proposed change.

9-6.03 VARIANCE FROM SPECIFIC COMPLIANCE:

The CONTRACTOR may seek a change order allowing variance from specific requirements of the contract documents in situations where portions of the project are already on hand, constructed or installed and found to be at variance with specific contract requirements and where destructive removal or similar radical measures are the only way to obtain specific compliance. In such event, the CONTRACTOR shall, at his own expense, secure services of a Texas Licensed Professional Engineer other than the "ENGINEER" to analyze, test, study and otherwise evaluate the circumstances and to summarize his findings, recommendations and conclusions in writing under his professional engineer's seal. CONTRACTOR shall submit such summary to ENGINEER, along with his request either for: (1) Full acceptance of the variance "as is", if it is conclusive in the opinion of the OWNER and ENGINEER that the finished product fully meets the intended purpose and use and is not generally diminished in quality, or; (2) Proposed modifications to render the item acceptable, or; (3) Proposed price credit to be allowed provided the item is acceptable for its intended use, even though of measurably diminished quality, (or combinations thereof). ENGINEER shall review such information and submit to OWNER with comments, and a change order shall be executed if both CONTRACTOR and OWNER mutually agree upon the matter.

All minimum specifications in terms of specified concrete strength and depth SHALL be met. No variances shall be allowed. Any deficiency shall be proved, removed and replaced.

9-6.04 EXTRA WORK:

It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)-By agreed unit prices; or

Method (B)-By agreed lump sum; or

Method (C)-If neither Method (A) nor Method (B) will be agreed upon before the Extra work is commenced, the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals or machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. "Actual Field Cost" shall not include any "Idle" or "Stand-By" times for equipment or personnel that is not engaged in, and/or standing by to do additional work on the specific extra work items. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment OWNERSHIP Expense adopted by the Associated General CONTRACTORS of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra work.

Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

It is further provided hereby that when "Method (C) is applicable, regardless of what form of accounting is used to record "Actual Field Costs", they shall be kept current on a day to day basis and available for daily inspection or copying by the OWNER or ENGINEER. Unnecessary delays in recording cost items shall be cause for disallowing them for payment.

9-6.05 ARBITRATION:

There are no provisions for "Arbitration" in this contract.

9-6.06 TIME OF FILING CLAIMS:

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order, instruction or any event to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. It is further agreed that final acceptance of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract documents.

9-7 ABANDONMENT OF CONTRACT

9-7.01 ABANDONMENT BY CONTRACTOR:

The work or any portion of the work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S Surety. The contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. Failure of the CONTRACTOR to start the work within ten (10) days from date specified in the written work order issued by the OWNER to begin the work;
- B. Substantial evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. Failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the work;
- D. Substantial evidence or notification that the CONTRACTOR has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. Substantial evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the work;
- F. Deliberate failure on the part of the CONTRACTOR to observe any requirements of these specifications or to comply with any orders given by the ENGINEER as provided for in these specifications;
- G. Failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. Repeated and flagrant violations of safe working procedures;
- J. The filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the work.
- K. Failure of the CONTRACTOR to maintain proper financial responsibility and to maintain the required bonding, insurance or payments to suppliers and SUBCONTRACTORS.
- L. Failure of the CONTRACTOR to provide a Full Time Superintendent and Backup Superintendent.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the work or such part thereof as the OWNER shall designate, whereupon the Surety may either at its option assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the Surety or its authorized agents. The Surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the Surety to complete the work.

All monies remaining due the CONTRACTOR at the time of their default shall thereupon become due and payable to the Surety as the work progresses, subject to all terms of the contract. In case the Surety does not, within the hereinabove specified time, exercise its obligation to assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of their work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and their Surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the work is being carried on by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or Surety.

9-7.02 ABANDONMENT BY OWNER:

In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that would have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

9-7.03 WAIVER OF ATTORNEY'S FEES:

CONTRACTOR and the OWNER expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

**APPENDIX “A”
TRAFFIC CONTROL GUIDELINES
& APPLICATION**

**City of Celina
Engineering Department
Temporary Traffic Control Guidelines**

General Notes

1. The CONTRACTOR shall provide a proposed Traffic Control Plan in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. The CONTRACTOR shall be responsible to maintain all work zone traffic control devices, including signing and barricading, 24-hours a day, until all work is completed.
3. The Inspector shall have the authority to stop all work until the CONTRACTOR provides the proper traffic control for the given conditions.
4. The Inspector shall have the authority to require additional signs, barricades or flagmen if he/she deems necessary.
5. The CONTRACTOR shall give all residence and/or businesses at least 24-hour advanced notice before closing any driveways or alleys. Notice shall be written in both English and Spanish.
6. No roadway shall be completely closed to through traffic without authorization from the City Engineer. The CONTRACTOR shall notify the City's Engineering Department two (2) weeks prior to any requested roadway closure. The Director will then inform all effected agencies including, but not limited to, emergency services agencies, School Districts, US Postal Service, and Celina Garbage and Waste Management.
7. The CONTRACTOR shall place Variable Message Signs (V.M.S.) on roadways to be closed displaying dates and times of closure. The V.M.S. shall be on display for one (1) week prior to the closure of any city roadway. All text and wording displayed on the V.M.S. signs shall be approved by the Transportation Services Department prior to the deployment of the signs.
8. The CONTRACTOR shall maintain a copy of the approved Traffic Control Plan on the job site at all times for the purpose of inspection and to ensure proper implementation.

CITY OF CELINA TRANSPORTATION SERVICES TRAFFIC CONTROL PLAN APPLICATION

OFFICE USE ONLY

Date Received: _____ **APPROVED:** ☐ **DENIED:** ☐

Comments:

Application Approved By: _____ Date: _____

NATURE OF WORK

☐ Sidewalk ☐ Street Paving ☐ Gas ☐ Electric ☐ Telephone ☐ Water
☐ Storm Sewer ☐ Sanitary Sewer ☐ Street Cut ☐ Street Bore ☐ Subdivision ☐ Fire Hydrant
☐ Meter Vault ☐ Other

IDENTIFICATION

Project Name: CONCRETE STORAGE BINS

Address: _____

Location: _____

Beginning Date: _____ Estimated Completion Date: _____

OWNER Name: _____

Address: _____

CONTRACTOR Name: _____
Address: _____
Primary Telephone No: _____ Secondary Telephone No: _____ Fax No: _____

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

Name of Company: _____
 Address: _____ Primary
 Telephone No: _____ Secondary Telephone No: _____ Fax No: _____

Signature

Date _____

APPENDIX “B”
DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

- I. In the interest of job safety and to protect the general public, other CONTRACTORS and the OWNER'S employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:
- (a) Establish a controlled substance abuse program that will test for controlled substance use by:
 - (1) Employees utilized by the bidder on this project, as listed in the Prevailing Wage Rate for Municipal Construction, if performance by a person impaired by the effects of a controlled substance, would or could: (i) pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or (ii) compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;
 - (2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;
 - (3) Employees as part of a voluntary drug testing program; or
 - (4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;
 - (b) Establish a program that will test an employee utilized by the bidder on this project on any position listed in the Prevailing Wage Rate when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite;
 - (c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of a controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions;
 - (d) Establish a drug-free awareness program to inform employees about the dangers of drug abuse on the jobsite, about the bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and
 - (e) Provide a copy of the statement required by subsection (c) to all employees of the bidder who will be involved in performance of the Contract.

- II. Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I.(b), shall be considered unfit for purposes of Item 108.4 (Employees) of the N.C.T.C.O.G. Standard Specifications for Public Works Construction, Latest Edition, as amended.
- III. For purposes of Section I. above, the term "controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.
- IV. The bidder shall be solely responsible for the maintenance and administration of the program required in Section I. above. Nothing in these provisions shall be construed on the OWNER'S part as authorizing, permitting or requiring the bidder to engage in conduct that is in violation of the United States or Texas constitutions, that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or federal law.

APPENDIX “B” ATTACHMENT A**Drug-Free Workplace Program Certification**

- A. By submission of its offer, the offeror certifies and agrees that, with respect to the offeror and all employees of the offeror to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the clause of the General Provisions entitled "Drug-Free Workplace Program."
- B. Failure of the offeror to have the drug-free workplace program complying with this certification and the clause of the General Provisions entitled "Drug-Free Workplace Program available for City's review and approval as part of City's pre-award responsibility survey will be deemed a lack of responsibility rendering the offeror unqualified and ineligible for award.

APPENDIX "B" ATTACHMENT B

DRUG-FREE WORKPLACE PROGRAM

A. As used in this clause:

- (1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.
- (2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.
- (3) "Drug-free workplace" means a site for the performance of work done in connection with a City construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- (4) "Employee" means an employee of a CONTRACTOR or SUBCONTRACTOR who may be directly engaged in the performance of work under a City construction contract.
- (5) "Reasonable suspicion" means the presence or absence of specific criteria identified in the CONTRACTOR'S drug free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the CONTRACTOR'S supervisory personnel with reasonable training in the identification of such criteria.

B. The program may, at the CONTRACTOR'S discretion, include mandatory employee drug testing under the following circumstances:

- (1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or
- (2) As part of a voluntary employee drug testing program.

C. A random testing procedure to detect the use of alcohol or a controlled substance by employees performing tasks on the project maybe required as part of the CONTRACTOR'S program for the purpose of preventing or deterring hazardous performance.

D. All testing by or on behalf of the CONTRACTOR because of a requirement in a City contract shall be conducted only for employees engaged (or to be engaged) in tasks on the project and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the CONTRACTOR from adding its own additional testing requirements.

- E. The CONTRACTOR shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.
- F. The program must require each employee who will perform a task on the project, prior to working under a City contract to (i) acknowledge in writing the CONTRACTOR'S drug-free workplace program and (ii) give advance written consent to any drug testing that may be conducted under the CONTRACTOR'S program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The CONTRACTOR will agree, in connection with the employee's consent, that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the CONTRACTOR is subject to a collective bargaining agreement (i) the procedure for obtaining the individual employees' acknowledgment and consent must be consistent with the CONTRACTOR'S obligations under the collective bargaining agreement, and (ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.
- G. The CONTRACTOR will establish a drug-free awareness program to inform its employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The CONTRACTOR'S policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from City.
- H. The CONTRACTOR'S drug-free workplace program shall, at a minimum, include:
- (1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the City construction contract.
- Procedures for the CONTRACTOR'S employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.
- (3) The criteria the CONTRACTOR will use for "reasonable suspicion" testing.
 - (4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is impaired by the effects of "alcohol or controlled substance(s)".

- I. The CONTRACTOR shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.
- J. The CONTRACTOR agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of subparagraphs "B" through "I" of this clause. The CONTRACTOR shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from SUBCONTRACTORS and records of drug or alcohol tests conducted during performance of the contract. Such records shall be subject to inspection and audit by City.
- K. A Drug-Free Workplace Program Clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph "I", will be included in every subcontract entered into in connection with this contract.

APPENDIX “C”
CONTRACTOR’S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE**FOR: CONCRETE STORAGE BINS****W.O. NO. _____****THE STATE OF TEXAS §****COUNTY OF COLLIN §**

BEFORE ME, the undersigned authority, on this day personally appeared ("Affiant"), who, after being by duly sworn, deposes and says that he is _____ of a
 (corporation, partnership, trade name)
 _____ of Collin County, State of Texas (the
 "CONTRACTOR"), which said CONTRACTOR was awarded the contract dated the day of , for
 the construction of ,
W.O.# _____ (The "Work") for a total consideration of \$ _____
 _____ to be paid to the said
 CONTRACTOR (the "Contract"), and that Affiant has full power of authority to make this
 affidavit.

That THE CITY OF CELINA, TEXAS (the "OWNER") has approved the final estimate on said Work, and that the said CONTRACTOR has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said CONTRACTOR insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the OWNER, the CONTRACTOR hereby accepts the amount of \$ () as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the CONTRACTOR may have to pursue claims of any nature against the OWNER arising out of or in any manner connected with the performance of the work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the CONTRACTOR ("SUBCONTRACTORS"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the OWNER. The CONTRACTOR shall defend, hold harmless and indemnify the OWNER from any such claims of such SUBCONTRACTORS. The CONTRACTOR further releases the OWNER from any claim or liability arising from any act or neglect of the OWNER related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE**FOR: CONCRETE STORAGE BINS****C.I.P. #B06**By: _____
(Affiant)_____
(Printed Name)**SUBSCRIBED AND SWORN TO BEFORE ME**, this the _____ day of _____, A.D., 20____._____
(Notary Public, in and for the
State of Texas)By: _____
(Printed Name of Notary)

My Commission Expires _____

Attachment "1"**City of Celina**

Check List for Partial & Final Pay Estimates

Project Title: CONCRETE STORAGE BINSProject Work Order No: R-201512-01

CONTRACTOR Name: _____

CONTRACTOR's Representative: _____

Representative Contact Information: _____

Please check where applicable:

		Partial Pay Estimate No. _____
		Final Pay Estimate
		Updated Construction Schedule
		SWPPP Report (_____Not Applicable)
		As-built Drawing Update
		Proof of current certificate of insurance.
		Test Reports (Please Specify Below)
		Density and Moisture Tests (_____Not Applicable)
		Water Samples (_____Not Applicable)
		Pressure Tests (_____Not Applicable)
		Concrete Compressive Strength (_____Not Applicable)
		TV Inspection (_____Not Applicable)

Submitted by: _____

Date: _____

Reviewed by: _____

(City Inspector)

| Recommended for Processing

| Rejected as noted Above

Attachment "2"

INSPECTION REPORT – Erosion Control

DATE: _____ PROJECT FILE NO.: _____

INSPECTOR: _____ TITLE: _____

REASON FOR INSPECTION: 14 day period/ ½" Rain
 (Circle one) 7 day period

PROJECT NAME: _____

SITE CONDITIONS:

EROSION AND SEDIMENTATION CONTROLS	IN CONFORMANCE ?	EFFECTIVE ?
Construction Entrance and Exit	YES / NO / NA	YES / NO
Sediment Traps	YES / NO / NA	YES / NO
Rock Filter Dams	YES / NO / NA	YES / NO
Inlet Protection	YES / NO / NA	YES / NO
Stabilization	YES / NO / NA	YES / NO
Silt Fence	YES / NO / NA	YES / NO
Erosion Control Blankets	YES / NO / NA	YES / NO
Hay Bales	YES / NO / NA	YES / NO
Vegetative Buffer Strips	YES / NO / NA	YES / NO
Other	YES / NO / NA	YES / NO

VIOLATIONS NOTED:

RECOMMENDED REMEDIAL ACTIONS:

COMMENTS:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

INSPECTOR: _____ DATE: _____

Signature: _____

COPY: _____

ATTACHMENT "3"



TO: Project Engineer _____

FROM: Chief Engineering Inspector _____

DATE: _____

SUBJECT: Change Order Request # _____ Project # _____ Plan # _____

LOCATION: _____ STA: _____

PROJECT NAME: _____

PROJECT CONTRACTOR: _____

Please submit a Change Order for the Following Items:

Reason for Change Order: _____

Inspector: _____

Chief Engineering Inspector: _____

ATTACHMENT "4"



Project Title and W.O

Request for information Form (RFI)

Date:		Project Name location:	
RFI No:			
To:	Design Engineer (engineer of records)	Consulting firm or City	(Phone Number)
cc:	Project manager, Chief inspector, project inspector		(Phone Number)
From:	CONTRACTOR/Superintendent	CONTRACTOR	(Phone Number)

Requests for Information will be addressed within 24-48 hours and CONTRACTOR will be notified in writing of the decision made or progress underway.

INFORMATION REQUESTED

UTILITY AND LOCATION:

Example: Waterline D Sta 32 + 30

DRAWING/SPECIFICATION PAGE NO.:

Example: 23

EXISTING CONDITION:

Example: Gas line not shown on plans at south end of bore under road.

STATEMENT OF CONCERN:

Example: Gas line in the way

PROPOSED SOLUTION:

Example: **Extend the bore 5' to the south**

RESPONSE:

Agree with solution. We will prepare a change order

By: _____



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Gabe Johnson, Director of Engineering
Date: September 12, 2017
Re: TxCDBG Downtown Water System Improvements

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and ANA Site Construction in the amount of \$324,962.50 for the CDBG Downtown Water System Improvements Project. (Fourmentin)

Background Information:

The City has been awarded a Texas Community Development Block Grant (TxCDBG) in the amount of \$275,000.00 and together with City's contribution some portion of the Downtown water system will be improved.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

2017 Bond Issuance

Legal Review:

City Attorney would have to review

Supporting Documents:

Bid Tabulation

Cover Sheet/Vicinity Map

Contract

Staff Recommendation:

Approve



2801 Network Blvd, Suite 800
Frisco, TX 75034
972.335.3214 Phone
972.335.3202 Fax

BID TABULATION

Date: August 29, 2017
Project: City of Celina, Texas
Downtown Area System Upgrades
Texas CDBG Grant Program No. 7216091
CF Project #: 1712-005-01
Project Manager: Paul Carline, P.E.

Project Desc:
1 Water System Improvements for W. Oak Street: S. Kentucky Drive to S. Colorado Street
2 Water System Improvements for S. Colorado Street: W. Elm Street to W. Cedar Street
3 Water System Improvements for W. Beech Street: S. Kentucky Drive to S. Colorado Street
4 Water System Improvements for North Ohio Drive: W. Beech Street to Alley Between Beech and Pecan
5 Water System Improvements for Alley Between W. Beech Street and W. Pecan Street: Louisiana to Ohio

ANA Site Construction, LLC
10100 Horseshoe Nail Rd
Pilot Point, TX 76258
817-751-4975

Quality Excavation, Ltd
5580 US Hwy 377
Aubrey, TX 76227
940-365-0800

Patterson Professional Services, LLC
1508 Hwy 377 North
Collinsville, TX 76233
903-429-3008

Dickerson Construction Co., Inc.
P.O. Box 181
Celina, TX 75009
972-382-2123

KIK Underground, LLC
P.O. Box 850787
Richardson, TX 75085
469-426-4690

Pennington Utility Construction, LLC
13350 Euleess Street
Euleess, TX 76040
817-952-3411

LOW BIDDER

SECOND LOW BIDDER

THIRD LOW BIDDER

FOURTH LOW BIDDER

FIFTH LOW IDDER

SIXTH LOW BIDDER

Item #	Item Description	Units	Qty	Cost/Unit	Total Item Cost	Cost/Unit	Total Item Cost	Cost/Unit	Total Item Cost	Cost/Unit	Total Item Cost	Cost/Unit	Total Item Cost	Cost/Unit	Total Item Cost	Avg Unit Costs
1	Furnish & Install 6" Diameter PVC C900 DR 14 Water Line by Open Cut w/ Embedment (Including fittings & all appurtenances)	LF	494	\$25.75	\$12,720.50	\$43.00	\$21,242.00	\$50.00	\$24,700.00	\$50.00	\$24,700.00	\$62.00	\$30,628.00	\$80.00	\$39,520.00	\$51.79
2	Furnish & Install 6" Diameter PVC C900 DR 14 Water Line by Directional Bore w/ 0.312" Steel Encasement (Including fittings & all appurtenances)	LF	40	\$159.00	\$6,360.00	\$125.00	\$5,000.00	\$150.00	\$6,000.00	\$300.00	\$12,000.00	\$163.00	\$6,520.00	\$250.00	\$10,000.00	\$191.17
3	Furnish & Install 6" Diameter PVC C900 DR 14 Water Line w/ 2" poly pipe inside, in trench (Including fittings & all appurtenances)	LF	18	\$42.00	\$756.00	\$125.00	\$2,250.00	\$70.00	\$1,260.00	\$60.00	\$1,080.00	\$63.00	\$1,134.00	\$80.00	\$1,440.00	\$73.33
4	Furnish & Install 8" Diameter PVC C900 DR 14 Water Line in trench (Including fittings & all appurtenances)	LF	2490	\$30.00	\$74,700.00	\$35.00	\$87,150.00	\$60.00	\$149,400.00	\$53.00	\$131,970.00	\$58.00	\$144,420.00	\$65.50	\$163,095.00	\$50.25
5	Furnish & Install 6" Gate Valve (labor, materials, supervision and equipment)	EA	4	\$1,265.00	\$5,060.00	\$950.00	\$3,800.00	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00	\$1,133.00	\$4,532.00	\$815.00	\$3,260.00	\$1,010.50
6	Furnish & Install 8" Gate Valve (labor, materials, supervision and equipment)	EA	8	\$1,590.00	\$12,720.00	\$1,200.00	\$9,600.00	\$1,100.00	\$8,800.00	\$1,300.00	\$10,400.00	\$1,540.00	\$12,320.00	\$1,070.00	\$8,560.00	\$1,300.00
7	Furnish & Install Fire Hydrant Assembly (Including adapters, Gate Valve with box, Tee)	EA	6	\$4,365.00	\$26,190.00	\$4,250.00	\$25,500.00	\$5,000.00	\$30,000.00	\$4,750.00	\$28,500.00	\$5,145.00	\$30,870.00	\$3,350.00	\$20,100.00	\$4,476.67
8	Furnish & Install 3/4" services, poly pipe (by open cut)	LF	412	\$26.00	\$10,712.00	\$43.00	\$17,716.00	\$30.00	\$12,360.00	\$38.00	\$15,656.00	\$31.00	\$12,772.00	\$19.00	\$7,828.00	\$31.17
9	Furnish & Install 1" services, poly pipe (by open cut)	LF	227	\$58.00	\$13,166.00	\$93.00	\$21,111.00	\$30.00	\$6,810.00	\$65.00	\$14,755.00	\$89.00	\$20,203.00	\$26.00	\$5,902.00	\$60.17
10	Furnish & Install 1" services, poly pipe (other than open cut)	LF	767	\$38.00	\$29,146.00	\$59.00	\$45,253.00	\$35.00	\$26,845.00	\$45.00	\$34,515.00	\$48.00	\$36,816.00	\$24.00	\$18,408.00	\$41.50
11	Furnish & Install 2" services, poly pipe (by open cut)	LF	200	\$66.00	\$13,200.00	\$104.00	\$20,800.00	\$35.00	\$7,000.00	\$50.00	\$10,000.00	\$52.00	\$10,400.00	\$84.00	\$16,800.00	\$65.17
12	Furnish & Install 3/4" water meters	EA	13	\$430.00	\$5,590.00	\$1,050.00	\$13,650.00	\$150.00	\$1,950.00	\$325.00	\$4,225.00	\$452.00	\$5,876.00	\$510.00	\$6,630.00	\$486.17
13	Furnish & Install 1" water meters	EA	37	\$400.00	\$14,800.00	\$225.00	\$8,325.00	\$200.00	\$7,400.00	\$475.00	\$17,575.00	\$606.00	\$22,422.00	\$700.00	\$25,900.00	\$434.33
14	Furnish & Install 6" Flexbase TxDOT Item 247	LS	1	\$3,730.00	\$3,730.00	\$6,600.00	\$6,600.00	\$13,000.00	\$13,000.00	\$6,000.00	\$6,000.00	\$9,465.00	\$9,465.00	\$6,500.00	\$6,500.00	\$7,549.17
15	Cut, Plug, & Abandon Existing Water Lines	LS	1	\$4,100.00	\$4,100.00	\$1,300.00	\$1,300.00	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$4,747.00	\$4,747.00	\$3,150.00	\$3,150.00	\$4,049.50
16	Remove Existing 6" or 8" Plug & Blocking	EA	5	\$385.00	\$1,925.00	\$2,700.00	\$13,500.00	\$300.00	\$1,500.00	\$500.00	\$2,500.00	\$700.00	\$3,500.00	\$100.00	\$500.00	\$780.83
17	Remove Existing 4' Chain Link Fence	LF	105	\$19.00	\$1,995.00	\$4.00	\$420.00	\$5.00	\$525.00	\$10.00	\$1,050.00	\$10.00	\$1,050.00	\$5.00	\$525.00	\$8.83
18	Furnish & Install 4' Chain Link Fence	LF	85	\$13.00	\$1,105.00	\$15.00	\$1,275.00	\$30.00	\$2,550.00	\$20.00	\$1,700.00	\$48.00	\$4,080.00	\$17.00	\$1,445.00	\$23.83
19	Remove & Replace Asphalt Driveway	SY	12	\$125.00	\$1,500.00	\$111.00	\$1,332.00	\$200.00	\$2,400.00	\$85.00	\$1,020.00	\$83.00	\$996.00	\$152.50	\$1,830.00	\$126.08
20	Remove & Replace Asphalt Pavement	SY	749	\$25.00	\$18,725.00	\$35.00	\$26,215.00	\$75.00	\$56,175.00	\$85.00	\$63,665.00	\$70.00	\$52,430.00	\$152.50	\$114,222.50	\$73.75
21	Remove & Replace Gravel Driveway	SY	18	\$63.00	\$1,134.00	\$39.00	\$702.00	\$100.00	\$1,800.00	\$10.00	\$180.00	\$32.00	\$576.00	\$70.00	\$1,260.00	\$52.33
22	Remove & Replace Concrete Driveway	SY	90	\$83.00	\$7,470.00	\$45.00	\$4,050.00	\$200.00	\$18,000.00	\$100.00	\$9,000.00	\$100.00	\$9,000.00	\$75.00	\$6,750.00	\$100.50
23	Remove & Replace Concrete Pavement panels	EA	2	\$2,875.00	\$5,750.00	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$5,400.00	\$10,800.00	\$1,800.00	\$3,600.00	\$3,000.00	\$6,000.00	\$3,179.17
24	Remove & Replace Reinforced Concrete Sidewalk	SY	7	\$110.00	\$770.00	\$86.00	\$602.00	\$175.00	\$1,225.00	\$65.00	\$455.00	\$60.00	\$420.00	\$508.00	\$3,556.00	\$167.33
25	Remove & Replace 18" CL IV RCP	LF	50	\$80.00	\$4,000.00	\$93.00	\$4,650.00	\$120.00	\$6,000.00	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$125.00	\$6,250.00	\$88.00
26	Furnish & Install Trench Safety	LF	3024	\$1.00	\$3,024.00	\$0.50	\$1,512.00	\$0.50	\$1,512.00	\$0.50	\$1,512.00	\$1.00	\$3,024.00	\$1.75	\$5,292.00	\$8.88
27	Erosion Control	LS	1	\$19,275.00	\$19,275.00	\$1,428.66	\$1,428.66	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$6,617.28
28	Furnish & Install Solid Block Sodding	SY	1350	\$4.00	\$5,400.00	\$6.00	\$8,100.00	\$10.00	\$13,500.00	\$5.00	\$6,750.00	\$6.00	\$8,100.00	\$8.00	\$10,800.00	\$6.50
29	Remove Trees & Vegetation	LS	1	\$6,039.00	\$6,039.00	\$1,700.00	\$1,700.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$4,123.17
30	Traffic control plan approved by City of Celina and according to TMUTCD standards	LS	1	\$13,900.00	\$13,900.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,750.00	\$3,750.00	\$2,500.00	\$2,500.00	\$14,000.00	\$14,000.00	\$6,608.33
TOTAL:					\$324,962.50		\$364,783.66		\$429,312.00		\$429,758.00		\$451,401.00		\$523,523.50	\$420,623.44



CITY OF CELINA, TEXAS

TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT

DOWNTOWN AREA WATER SYSTEM IMPROVEMENTS

CITY COUNCIL

- SEAN TERRY

BILL WEBBER

WAYNE NABORS

ANDY HOPKINS

CARMEN ROBERTS

MINDY KOEHNE

CHAD ANDERSON
- MAYOR

PLACE 1

PLACE 2

PLACE 3

PLACE 4

PLACE 5

PLACE 6/
MAYOR PRO TEM

STAFF

- RICK CHAFFIN

VICKI FAULKNER

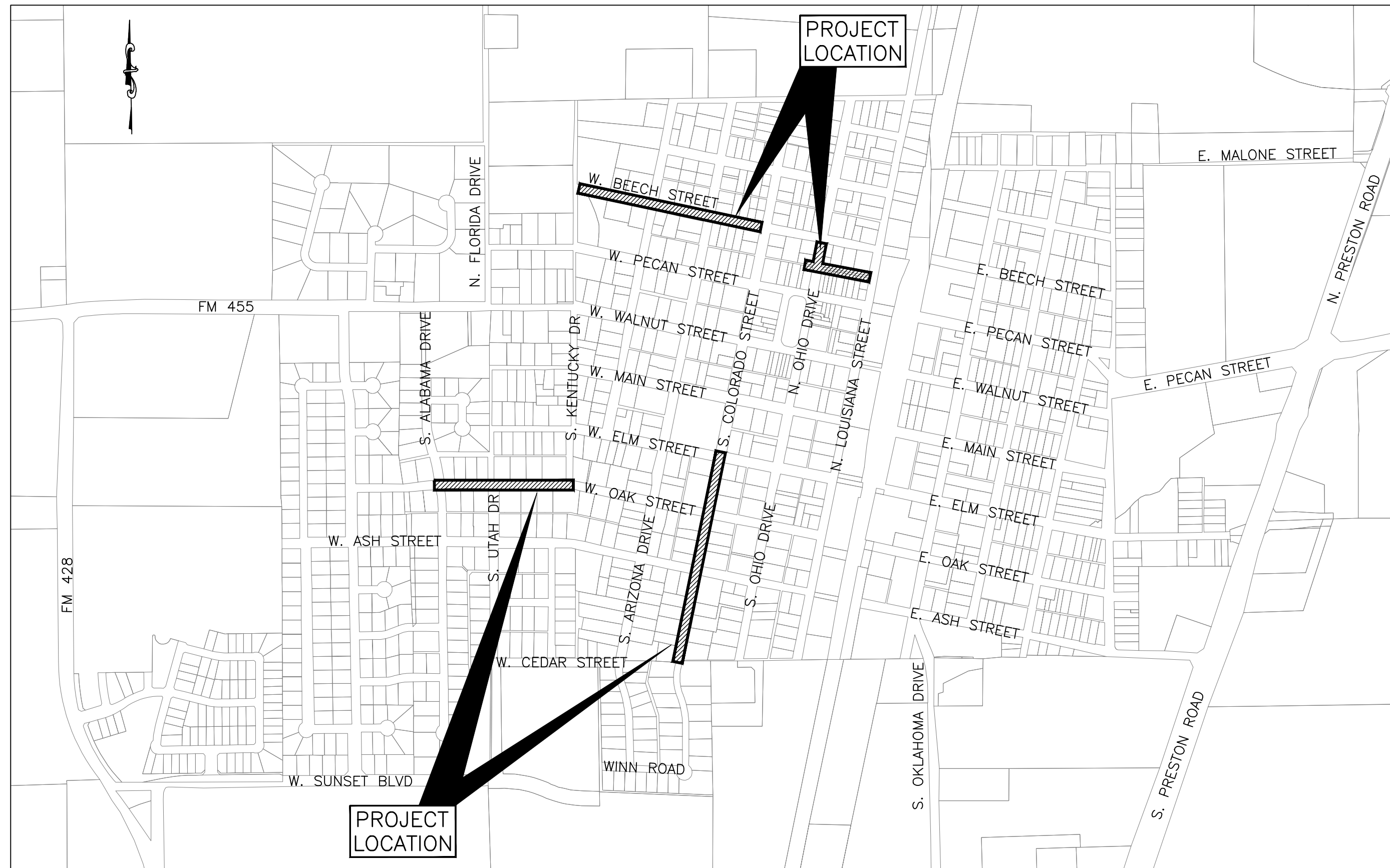
GABE JOHNSON, P.E.

ALAN FOURMENTIN
- ITERIM CITY MANAGER

CITY SECRETARY

DIRECTOR OF ENGINEERING
& PUBLIC WORKS

ASSISTANT DIRECTOR OF
PUBLIC WORKS



VICINITY MAP

1" = 600'



TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbhendley.com

SHEET INDEX

- 01 – COVER SHEET
- 02 – GENERAL NOTES
- 03 – PROJECT LOCATIONS

WATER REPLACEMENT PLANS

- 04 – W. OAK STREET
- 05 – S. COLORADO STREET
- 06 – W. BEECH STREET
- 07 – N. OHIO STREET & ALLEY
-
- 08 – WATER DETAILS (1)
- 09 – WATER DETAILS (2)
- 10 – WATER DETAILS (6)
- 11 – MISCELLANEOUS DETAILS (1)
- 12 – MISCELLANEOUS DETAILS (2)

SUBMITTAL LOG

NO.	DATE	DESCRIPTION
1.	6/2/2017	90% SUBMITTAL (FOR PRELIMINARY REVIEW ONLY)

PROJECT MANUAL:
PROPOSAL, SPECIFICATIONS, CONTRACT, & BOND FORMS

WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091

For

City of Celina

142 N. Ohio Drive • Celina, Texas 75009



Sean Terry
 Bill Webber
 Wayne Nabors
 Andy Hopkins
 Carmen Roberts
 Mindy Koehne
 Chad Anderson

Mayor
 Place 1
 Place 2
 Place 3
 Place 4
 Place 5
 Place 6



July 2017



TABLE OF CONTENTS

CITY OF CELINA, TEXAS

Water System Improvements

- CONSTRUCTION ADVERTISEMENT AND INVITATION FOR BIDS
- INSTRUCTIONS TO BIDDERS
- BID PROPOSAL & BID SCHEDULE
- STATEMENT OF BIDDERS QUALIFICATIONS
- BID BOND
- GENERAL CONDITIONS – PART 1 FOR CONSTRUCTION
- EQUAL OPPORTUNITY GUIDELINES FOR CONSTRUCTION CONTRACTORS
- SECTION 3 POLICY
- CONTRACTOR’S LOCAL OPPORTUNITY PLAN
- PROPOSED CONTRACT’S BREAKDOWN
- STANDARD FORM OF AGREEMENT
- FEDERAL LABOR STANDARDS PROVISIONS (HUD 4010)
- CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS
- CERTIFICATION OF CONTRACTOR CONCERNING LABOR STANDARDS AND
PREVAILING WAGE REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING
- DISCLOSURE OF LOBBYING ACTIVITIES
- POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY
- NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
- WAGE RATE ISSUANCE NOTICE
- CONTRACTOR’S CERTIFICATION OF RECOVERED MATERIAL
- TEXAS RECOVERED MATERIALS VENDORS LISTING
- PAYMENT BOND
- PERFORMANCE BOND
- MAINTENANCE BOND
- CONTRACTOR’S AFFIDAVIT OF BILLS PAID
- ATTORNEY’S REVIEW CERTIFICATION

APPENDICES

APPENDIX "A"	TRAFFIC CONTROL GUIDELINES & APPLICATION
APPENDIX "B".....	DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

Construction

Advertisement and Invitation for Bids

The City of Celina, Texas will receive bids for Water System Improvements until 3:30pm on Tuesday, August 29th, 2017 at the Public Works Office, 10165 CR 106, Celina, Texas 75009. The bids will be publicly opened and read aloud at 3:30pm on Tuesday, August 29th, 2017 at the Public Works Office, 10165 CR 106 Celina, Texas 75009. A pre-bid meeting for this project will be held at 4:00pm on Tuesday, August 22, 2017 at the Public Works Office.

Bids are invited for several items and quantities of work as follows:

1. Water System Improvements for W. Oak Street: S. Alabama Drive to S. Kentucky Drive
2. Water System Improvements for S. Colorado Street: W. Ash Street to W. Cedar Street
3. Water System Improvements for W. Beech Street: 300 West of N. Illinois Drive to S. Colorado Street
4. Water System Improvements for North Ohio Drive: W. Beech Street to Alley Between Beech and Pecan
5. Water System Improvements for Alley Between W. Beech Street and W. Pecan Street: Louisiana to Ohio

Bid/Contract Documents, including Drawings and Technical Specifications are on file at Cobb Fendley & Associates, Inc., 2801 Network Boulevard, Suite 800, Frisco, Texas 75034.

Copies of the Bid/Contract Documents may be obtained by depositing \$50.00 with Cobb Fendley & Associates, Inc. for a non-refundable fee.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to the City of Celina, Texas or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

The City of Celina, Texas reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of Celina, Texas for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

City of Celina, Texas

Sean Terry, Mayor

August 9, 2017

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

Attachment: Celina TXCDBG Bid Book (7-27-17) (TXCDBG Downtown Water System Improvements)

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the Grant Recipient must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City/ County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid opening.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The City / County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by the locality prior to the closing time. The modification should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the locality until the sealed bid is open.

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100,000,]. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, any department, board, agency, municipality, county, school district or any subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, any department, board, agency, municipality, county, school district or any subdivision thereof, a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - o Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

PROPOSAL

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

_____, 2017

Gentlemen:

Having carefully examined the Information for Bidders, the General Conditions of the Contract, and Detailed Plans and Specifications, the undersigned bidder hereby proposed to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work, as specified and as shown on plans, and as required by the contracts to which this refers, for the construction of all items listed at the prices shown for each item on the following bid schedule.

The attached bid schedule lists the various divisions of construction contemplated in the Plans and Specifications. Bid prices must be shown in Words and Figures for each item listed in the Proposal, and in the event of discrepancy, the words shall control.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated _____ Received

Addendum No. 2 dated _____ Received

Addendum No. 3 dated _____ Received

All the various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list.

Bidder agrees to perform all of the work listed in the proposal and, as described in the specifications and shown on the plans, for the following prices for each item:

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.1	534	LF	For furnishing all labor, materials(Including fittings & all appurtenances), supervision and equipment necessary to construct an six inch (6") Diameter PVC Pipe (AWWA C900 DR14) Water Main, in trench including, excavation, embedment, blocking, backfill, (Megalugs and Blocking), disinfection, and testing required for a complete in-place system, according to the plans specifications, and details, ready for use by the Owner, for the sum of: _____Dollars _____Cents (\$ _____)per linear foot	\$ _____
W.2	18	LF	For furnishing all labor, materials(Including fittings & all appurtenances), supervision and equipment necessary to construct an six inch (6") Diameter PVC Pipe (AWWA C900 DR14) Water Main with 2" Polyethylene Water Service Inside, in trench including, excavation, embedment, blocking, backfill, (Megalugs and Blocking), disinfection, and testing required for a complete in-place system, according to the plans specifications, and details, ready for use by the Owner, for the sum of: _____Dollars _____Cents (\$ _____)per linear foot	\$ _____

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.3	2,490	LF	For furnishing all labor, materials(Including fittings & all appurtenances), supervision and equipment necessary to construct an eight inch (8") Diameter PVC Pipe (AWWA C900 DR14) Water Main, in trench including, excavation, embedment, blocking, backfill, (Megalugs and Blocking), disinfection, and testing required for a complete in-place system, according to the plans specifications, and details, ready for use by the Owner, for the sum of: _____Dollars _____Cents (\$ _____)per linear foot	\$ _____
W.4	4	Each	Furnish and install six inch (6") Gate Valve including concrete pad, valve box, extensions and appurtenances, complete in place as specified, for the sum of: _____Dollars _____Cents (\$ _____)per each	\$ _____
W.5	8	Each	Furnish and install eight inch (8") Gate Valve including concrete pad, valve box, extensions and appurtenances, complete in place as specified, for the sum of: _____Dollars _____Cents (\$ _____)per each	\$ _____

Attachment: Celina TXCDBG Bid Book (7-27-17) (TxCDBG Downtown Water System Improvements)

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.6	6	Each	Furnish and install Fire Hydrant Assembly including, Adaptors, six inch (6") Gate Valve with Box, Tee, extensions, fittings, blocking and risers, complete in place as specified, complete and in-place ready for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per each	\$ _____
W.7	412	LF	Furnish all labor, materials and equipment required to install 3/4" Polyethylene Services (By Open Cut), including "no-lead brass" service couplings, meter valves, corporation stops, curb stops, and all appurtenances, complete in place for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____
W.8	227	LF	Furnish all labor, materials and equipment required to install 1" Polyethylene Services (By Open Cut), including "no-lead brass" service couplings, meter valves, corporation stops, curb stops, and all appurtenances, complete in place for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.9	767	LF	Furnish all labor, materials and equipment required to install 1" Polyethylene Services (Other Than Open Cut), including "no-lead brass" service couplings, meter valves, corporation stops, curb stops, and all appurtenances, complete in place for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____
W.10	200	LF	Furnish all labor, materials and equipment required to install 2" Polyethylene Services (By Open Cut), including "no-lead brass" service couplings, meter valves, corporation stops, curb stops, and all appurtenances, complete in place for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____
W.11	13	Each	Furnish all labor, materials and equipment required to install 3/4" Water Meters and all appurtenances, complete in place for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per each	\$ _____

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.12	37	Each	Furnish all labor, materials and equipment required to install 1" Water Meters and all appurtenances, complete in place for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per each	\$ _____
W.13	1	LS	For furnishing all labor, materials, supervision and equipment necessary to install 6" Crushed Stone Alley Pavement, including trench compaction, subgrade stabilization, 8" flexible base/matching gravel placement, as shown on the detail sheet, ready for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)lump sum	\$ _____
W.14	1	LS	Furnish all labor, materials and equipment for Cutting, plugging, and Abandoning Existing Water Lines, including locating, all required fittings, excavation, backfill, and appurtenances, complete in place for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)lump sum	\$ _____

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.15	5	EA	For furnishing all labor, materials, supervision and equipment necessary to Remove Existing 6" or 8" Plug & Blocking _____ Dollars _____ Cents (\$ _____)per each	\$ _____
W.16	105	LF	For furnishing all labor, materials, supervision and equipment necessary to Remove Existing four foot (4') Chain Link Fence _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____
W.17	85	LF	Furnish and install four foot (4)' Chain Link Fence including appurtenances, complete in place as specified, ready for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____

Attachment: Celina TXCDBG Bid Book (7-27-17) (TxCDBG Downtown Water System Improvements)

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.18	12	SY	For furnishing all labor, materials, supervision and equipment necessary to Remove & Replace Existing Asphalt Driveway, including trench compaction, subgrade stabilization, 6" flexible base, tack coat and 2" TxDOT type "D" HMAc placement, as shown on the detail sheet ready for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per square yard	\$ _____
W.19	749	SY	For furnishing all labor, materials, supervision and equipment necessary to Remove & Replace Existing Asphalt Pavement, including trench compaction, subgrade stabilization, 6" flexible base, tack coat and 2" TxDOT type "D" HMAc placement, as shown on the detail sheet ready for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per square yard	\$ _____

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.20	18	SY	For furnishing all labor, materials, supervision and equipment necessary to Remove & Replace Existing Rock and Gravel Driveways, including trench compaction, subgrade stabilization, 8" flexible base/matching gravel placement, as shown on the detail sheet, ready for use by the Owner, for the sum of: _____ Dollars _____ Cents (\$ _____)per square yard	\$ _____
W.21	90	SY	For furnishing all labor, materials, supervision, and equipment necessary to Remove and Replace Existing Concrete Driveway. Slab shall be minimum 6 inches thick with no. 4 reinforcing bars on 18 inch centers and all appurtenances required for a complete in-place system, according to the plans, specifications, and details, ready for use by the Owner. _____ Dollars _____ Cents (\$ _____)per square yard	\$ _____

Attachment: Celina TXCDBG Bid Book (7-27-17) (TxCDBG Downtown Water System Improvements)

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.22	2	Each	For furnishing all labor, materials, supervision, and equipment necessary to Remove and Replace Existing Concrete Pavement Panels. Slab shall be minimum 6 inches thick with no. 4 reinforcing bars on 18 inch centers and all appurtenances required for a complete in-place system, according to the plans, specifications, and details, ready for use by the Owner. _____ Dollars _____ Cents (\$ _____)per each	\$ _____
W.23	7	SY	For furnishing all labor, materials, supervision, and equipment necessary to Remove and Replace Existing Reinforced Concrete Sidewalk. Sidewalk shall be minimum 4 inches thick with no. 3 reinforcing bars on 18 inch centers and all appurtenances required for a complete in-place system, according to the plans, specifications, and details, ready for use by the Owner. _____ Dollars _____ Cents (\$ _____)per square yard	\$ _____

Attachment: Celina TXCDBG Bid Book (7-27-17) (TxCDBG Downtown Water System Improvements)

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.24	50	LF	For furnishing all labor, materials, supervision, and equipment necessary to Remove and Replace Existing 18" CL IV Reinforced Concrete Pipe and all appurtenances required for a complete in-place system, according to the plans, specifications, and details, ready for use by the Owner. _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____
W.25	3,024	LF	For furnishing all sheeting, shoring, piling, bracing, boxes, equipment, tools and any device including de-watering, back sloping, and other operations as required for the safe construction of utility pipe trenching in any trenches greater than five (5') in depth as required to comply with the latest OSHA regulations and in accordance with the State of Texas House Bill No. 1569, all for the sum of: _____ Dollars _____ Cents (\$ _____)per linear foot	\$ _____
W.26	1	LS	For furnishing all Erosion Control and appurtenances necessary for a complete storm water pollution prevention system acceptable to TCEQ, including SWPPP if required, all for the sum of: _____ Dollars _____ Cents (\$ _____)lump sum	\$ _____

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.27	1,350	SY	For furnishing all labor, materials, supervision and equipment necessary to install Solid Block Sodding, using Seasonal Spec. Price shall include all materials, labor, and equipment for the sum of: _____Dollars _____Cents (\$ _____)per square yard	\$ _____
W.28	1	LS	For furnishing all labor, materials, supervision and equipment necessary to remove, protect and replace trees, shrubbery, plants, and other vegetation. _____Dollars _____Cents (\$ _____)lump sum	\$ _____

**CITY OF CELINA, TEXAS
WATER SYSTEM IMPROVEMENTS
CDBG GRANT PROGRAM NO. 7216091**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
W.29	1	LS	For furnishing all labor, materials, supervision and equipment necessary to provide traffic control devices on highways and streets adjacent to water line construction, including providing materials, devices, maintenance of traffic control devices during the project and removal at construction termination. _____Dollars _____Cents (\$ _____) lump sum	\$ _____
<u>TOTAL</u> AMOUNT BID (COMPLETE WATERLINE PROJECT) (ITEMS W.1-W.29)				\$ _____

SECTION P PROPOSAL

CITY OF CELINA, TEXAS WATER SYSTEM IMPROVEMENTS CDBG GRANT PROGRAM NO. 7216091

PROJECT SUMMARY:

SUMMARY STATEMENT OF MATERIALS AND SERVICES

Total Material Cost Based Upon Estimated Quantities	\$ _____
Total Services Cost Based Upon Estimated Quantities	\$ _____
Total Contract Price Based Upon Estimated Quantities	\$ _____

NOTES:

1. The total materials cost based upon estimated quantities plus the total services cost based upon estimated quantities **MUST** equal the amount shown for the total contract price based upon the estimated quantities.
2. The Contractor will be responsible for the payment of all taxes in compliance with the laws of the State of Texas and the United States.
3. Any reference to taxes within these documents which is in conflict with the Tax Laws will be deleted from the PROJECT.

The Owner reserves the right to delete any bid items or portions thereof. If the Owner elects to delete any portions of the PROJECTS from the contract, then the contract can be awarded on that basis.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and further agrees to commence work within ten (10) days after the date of written notice to do so, and substantially complete the work in _____ 120 _____ calendar days.

Enclosed with this proposal is a Certified Check for:

_____ Dollars (\$_____)

or a Proposal Bond in the sum of:

_____ Dollars (\$_____)

Which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within sixty (60) days after bids are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon request.

Contractor

By: _____

Printed Name

Address

City, State, ZIP

Telephone Number

Facsimile Number

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project _____ Amount \$ _____ Mo/Yr Completed _____

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: _____

Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the _____ Position/Title _____ of _____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Signature

Printed Name

My Commission Expires: _____.

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
 as PRINCIPAL, and _____, as SURETY are held and firmly bound
 unto (City) hereinafter called the "Local Public Agency", in the penal sum of _____
 _____ Dollars, (\$ _____), lawful money of the United States, for the payment of which sum well
 and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
 and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
 Accompanying Bid, dated _____, for _____

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the
 opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within
 the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are
 presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the
 Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful
 performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the
 period specified, or the failure to enter into such Contract and give such bond within the time specified, if the
 Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the
 amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in
 excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force
 and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of _____
 _____, the name and corporate seal of each corporate party being hereto affixed and these present
 signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

Attest:

By: _____

Affix
 Corporate
 Seal

Attest:

By: _____

Attachment: Celina TXCDBG Bid Book (7-27-17) (TXCDBG Downtown Water System Improvements)

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

Attachment: Celina TXCDBG Bid Book (7-27-17) (TXCDBG Downtown Water System Improvements)

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the Texas Department of Agriculture - Office of Rural Affairs through a Community Development Block Grant (TxCDBG) and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the City of Celina, hereinafter called the "City" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Cobb Fendley & Associates, Inc., Engineer in charge, serving the City with architectural or engineering services, his successor, or any other person or persons, employed by the City for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision by Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the City except for cause.
- (c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the City of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, City shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The City may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the City under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The City may withhold any payment due the Contractor as deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by TxCDBG prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received from the City.
- (d) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

- (a) Right of the City to Terminate Contract for Convenience

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

(b) Right of the City to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the City for any excess cost incurred. In such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) in accordance with Standard Specifications for Public Works Construction, latest edition as published by the North Central Texas Council of Governments. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the City;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information which should be furnished by the City under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

- (b) The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The City may require the Contractor to dismiss from the work such employee or employees as the City or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The City will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report

any discrepancy to the City. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the City.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the City, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the City, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the City at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.

- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City.
- (d) Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by City

The City and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The City will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City.

- (a) **Worker's Compensation Insurance:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such

work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts required by the Standard Specifications for Public Works Construction, latest edition as published by the North Central Texas Council of Governments.
- (c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two years from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the City Engineer or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's/County's TxCDBG contract with TDA.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

(a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is included in these specifications), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to TDA.

36. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

38. Procurement of Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000 as long as such procurement is economically feasible.

39. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

40. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

41. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

42. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

43. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

44. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

45. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

46. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject

to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

47. Contract Documents and Drawings

The City will furnish the Contractor without charge two copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

48. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed, and shall be fully completed within one-hundred-twenty calendar days thereafter.

49. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City the amount as specified by the Standard Specifications for Public Works Construction, latest edition as published by the North Central Texas Council of Governments as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

50. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. **What efforts should be utilized to include minority and female contractors and suppliers?**

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**

No, the construction contractor is responsible for its own compliance.

16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

135.38 - Section 3 Clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

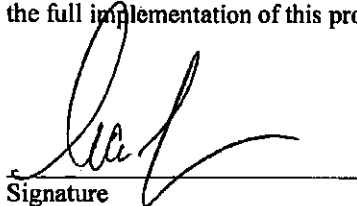
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

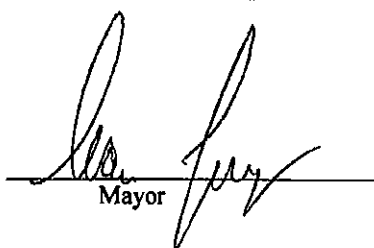
Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Celina agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Celina, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.


Signature


Mayor

12/13/16
Date

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

(name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Celina.

- A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Printed Name

Title

Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Totals				

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

THIS AGREEMENT, made and entered into this day of _____, 20 by and between the City of Celina of the County of Collin and State of Texas, acting through the City Manager of the City of Celina thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and of the City of _____ County of and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of _____ Dollars (\$ _____) and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

WATER SYSTEM IMPROVEMENTS

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to CONTRACTORS, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by the City ENGINEER herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within 90 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General Conditions.

Attachment: Celina TXCDBG Bid Book (7-27-17) (TxCDBG Downtown Water System Improvements)

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to this instrument have executed this Agreement in the year and day first above written.

The City of Celina

Party of the Second Part (CONTRACTOR)

Party of the First Part (OWNER)

By: _____

By: _____
(City Manager)

Title

ATTEST: _____
(City Secretary)

Attest: _____

Approved as to form

(City Attorney

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(II), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes☐ No

The undersigned hereby certifies that:

- ☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- ☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF _____
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe) _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date

(Contractor)

By

Certification Regarding Lobbying for
Contracts, Grants, Loans, and Cooperative Agreements

The undersigned _____ of _____ certify, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreements, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreements, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

Signed: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____

Notary Public

My commission expires _____

A702

The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at www.wdol.gov.

TxCDBG Contract:

Grant Recipient Name: City of Celina

TxCDBG Contract #: 7216091

LSO Name:	Jake McAdams
-----------	--------------

Detailed Description of Bid Activity:	Install approximately 4,285 lf of 1" – 8" water line, hydrants, service reconnects, pavement repair, and associated appurtenances.
---------------------------------------	--

Date LSO Issued Wage Rates:	4/5/2017
-----------------------------	----------

Estimated Bid Opening Date:	6/30/2017
-----------------------------	-----------

I have determined that the following General Wage Decision to be applicable for this construction work:

Wage Decision Number: TX 170028

Type of Work (check one): ☒ Heavy ☐ Highway ☐ Building ☐ Residential

ISSUED BY: _____

Name: Jake McAdams Date: 4/5/2017

Address: PO Box 672 City: Granbury

State: Texas Zip: 76048 Phone No: (682) 205 - 1058

***** Attach wage decision to this form and retain copy in local files.
Do not send a copy of this form to TDA*****

09/01/2016

General Decision Number: TX170028 01/06/2017 TX28

Superseded General Decision Number: TX20160028

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall
Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling
Where the Tunnel is 48" or Less in Diameter)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* PLUM0100-002 07/01/2016

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 27.11	10.02

SUTX1991-004 09/23/1991

	Rates	Fringes
--	-------	---------

Laborers:

Common.....	\$ 7.25
Utility.....	\$ 7.467

Pipelayer.....	\$ 7.828
----------------	----------

Power equipment operators:

Backhoe.....	\$ 10.804
Crane.....	\$ 10.942
Front End Loader.....	\$ 9.163
Tunneling Machine (48" or less).....	\$ 9.163

TRUCK DRIVER.....	\$ 8.528
-------------------	----------

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Attachment: Celina TXCDBG Bid Book (7-27-17) (TxCDBG Downtown Water System Improvements)

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



CONTRACTOR'S CERTIFICATION
of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____ (Principal's Name) of _____ (Company Name) _____, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.

(For up-to-date listing, please go to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>)

 Printed Name and Title

 Signature

 Date

USE OF RECOVERED MATERIAL

Please check one:

- ☐ Recovered materials are included in this bid:
 Materials included _____
- ☐ Recovered materials are not reasonably available in a reasonable period of time.
- ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- ☐ Recovered materials are only available at an unreasonable price.

 Printed Name and Title

 Signature

 Date



Comprehensive Procurement Guideline (CPG) Program

The Comprehensive Procurement Guideline (CPG) program is part of EPA's continuing effort to promote the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of new products. Currently there are 61 products designated in eight categories.

The CPG program is authorized by Congress under Section 6002 of the Resource Conservation and Recovery Act (RCRA) and Executive Order 13423. EPA is required to designate products that are or can be made with recovered materials, and to recommend practices for buying these products. Once a product is designated, procuring agencies are required to purchase it with the highest recovered material content level practicable.

Purchasing products with recycled content is also part of the Executive Order (EO) 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" requirements and Federal Agency Strategic Sustainability Performance Plans. Executive Order 13514 requires Federal agencies to measure, report, and reduce greenhouse gas (GHG) pollution from agency operations to reduce waste, increase efficiency, and cut costs.

On this page:

- Products
- CPG Product Supplier Directory
 - Disclaimers
 - Notes on Content Levels
 - Note on Biobased Products
- How to Add Your Company to the Directory
- How to Change Your Company's Information in the Directory
- Related Programs, Tools and Resources

Products

A key component of the CPG program is EPA's list of designated products and the accompanying recommendations for post-consumer content and recovered materials content. EPA has developed criteria and a process for product designation. EPA published final or proposed recycled-content recommendations for each product. All proposals, designations, and recommendations are published in the *Federal Register*. EPA has already designated or is proposing to designate the products listed below. They are grouped into eight categories which are listed below followed by examples of products in those categories:

- Product Resource Guides are also available for each of the eight product categories.

Construction Products: Building insulation, Carpet (polyester), Carpet cushion, Cement and concrete, Consolidated and reprocessed latex paint, Floor tiles, Flowable fill, Laminated paperboard, Modular threshold ramps, Nonpressure pipe, Patio blocks, Railroad grade crossing surfaces, Roofing materials, Shower and restroom dividers/partitions, Structural fiberboard, Proposed: Nylon carpet and nylon carpet backing

- **Landscaping Products:** Compost and fertilizer made from recovered organic materials, Garden and soaker hoses, Hydraulic mulch, Lawn and garden edging, Plastic lumber landscaping timbers and posts
- **Miscellaneous Products:** Awards and plaques, Bike racks, Blasting grit, Industrial drums, Manual-grade strapping, Mats, Pallets, Signage, Sorbents
- **Nonpaper Office Products:** Binders, Clipboards, File folders, Clip portfolios, Presentation folders, Office furniture, Office recycling containers, Office waste receptacles, Plastic desktop accessories, Plastic envelopes, Plastic trash bags, Printer ribbons, Toner cartridges
- **Paper and Paper Products:** Commercial/industrial sanitary tissue products, Miscellaneous papers, Newsprint, Paperboard and packaging products, Printing and writing papers
- **Park and Recreation Products:** Park benches and picnic tables, Plastic fencing, Playground equipment, Playground surfaces, Running tracks
- **Transportation Products:** Channelizers, Delineators, Flexible delineators, Parking stops, Traffic barricades, Traffic cones
- **Vehicular Products:** Engine coolants, Rebuilt vehicular parts, Re-refined lubricating oils, Retread tires

CPG Product Supplier Directory

The CPG Product Supplier Directory includes manufacturers, vendors, and suppliers for each product so you can use it to search for specific companies and products.

Please Note:

- A product with the GSA icon () indicates the product's Government Schedule status. See the Product Notes column for full details.
- A supplier with the Small Business icon () indicates that this supplier is certified as a small business by the Small Business Administration.
- Many of the Supplier links in the table below Exit EPA's website.

To use the Directory: Use the Search Options box to select one or more products or state/country locations. You can also enter a specific company name in the supplier textbox. Click the "Search" button and the results will display the rows that match your search. Click on the "Reset" button to clear your search results. (Note: Please enable javascript in your browser.)

To sort the Directory: In your search results, click on the column headers to sort the table alphabetically. Arrows will indicate if the column is being sorted in ascending or descending order.

Show 100 ▼ entries

Search:

Product	Subproduct (if any)	Product Notes	Supplier	Address	State/Country	Contact
All ▼					TX ▼	
Construction: Building Insulation		Material: Glass (30% Total Recovery) Product Notes: Product currently manufactured with 30 percent recovered cullet. Call 800-438-7465 to order product and call headquarters (Santa Clara) for any other information.	Owens Corning Fiberglass Corporation	3700 Interstate 35 East Waxahatchie, TX 75165	TX	Sales Department Tel: 972-937-1340
Construction: Building Insulation		Material: Paper (86% Post-consumer; 86% Total Recovery) Product Notes: Cellulose Insulation made from old newspapers for EPA Region 6.	Tascon Industries, Inc. 	P.O. Box 41846 Houston, TX 77241	TX	Jim Adamoli Email: jadamolli@tasconindustries.com Tel: 713-397-0900 Fax: 713-937-1496
Construction: Building Insulation		Material: Paper (75-100% Post-consumer; 75-100% Total Recovery) Product Notes: Cellulose	International Cellulose Corporation 	12315 Robin Boulevard Houston, TX 77045-0006	TX	Joey Dickey Email: icc@spray-on.com Tel: 713-433-6701 Fax: 713-433-2029

Construction: Carpet Cushion	Insulation for EPA Region 6.				
	Material: Rebond Urethane (20-60% Post-consumer; 90% Total Recovery)				
Construction: Cement and Concrete	Material: Synthetic Fiber (100% Total Recovery)	Leggett & Platt	2341 N. Main Street Fort Worth, TX 76164	TX	Randy Dye Email: carpetcushion@leggett.com Tel: 817-626-6690 Fax: 817-626-6699
	Product Notes: Please contact us for more specific information related to this broad category of products offered by Leggett & Platt.				
Construction: Cement and Concrete	Material: Coal Fly Ash	Lower Colorado River Authority	6549 Power Plant Road LaGrange, TX 78945	TX	Elaine Garcia Email: elaine.garcia@lcra.org Tel: 512-473-3200 Fax: 979-249-8724
	Company Notes: Electric Utility Producer				
Construction: Cement and Concrete	Material: Bottom Ash	CEMEX, INC.	2700 Research Forest Drive Suite 150 The Woodlands, TX 77381	TX	Martha Cienfuegos Email: martha.cienfuegos@cemex.com Tel: 713-722-6036 Fax: 281-362-1809
	Material: Coal Fly Ash				
Construction: Cement and Concrete	Product Notes: Electric Utility Producer	Center Point Energy	P.O. Box 1700 Houston, TX 77251-1700	TX	Jeff Weber Tel: 281-343-2112 Fax: 713-238-5730
	Material: Coal Fly Ash				
Construction: Cement and Concrete	Company Notes: Electric Utility Producer	Public Service Company of Oklahoma	P.O. Box 660164 Dallas, TX 75266-0164	TX	
	Material: Coal Fly Ash	NRG Texas LP	P.O. Box 4710 Houston, TX 77210	TX	Jeffrey Davis Email: jeff.davis@nrgenergy.com Tel: 713-795-6207
Construction: Cement and Concrete	Material: Coal Fly Ash	Boral Material	45 Northeast Loop 410 Suite 700		Gary Shelton Email: gary.shelton@boral.com

Construction: Cement and Concrete	Material: Silica Fume	Technologies, Inc.	San Antonio, TX 78216	TX	Tel: 800 964-0951 Fax: 210-349-2986
	Material: Bottom Ash				
	Material: Coal Fly Ash				
Construction: Cement and Concrete	Product Notes: Produced at four facilities: 1. Nelson Industrial Steam Company (Louisiana) 2. Roy S. Nelson Power Station (Louisiana) 3. White Bluff Plant (Arkansas) 4. Independence Plant (Arkansas)	Entergy Services, Inc.	10055 Grogans Mill Road The Woodlands, TX 77380	TX	Stuart Bier Email: sbier@entergy.com Tel: 281-297-3308 Fax: 281-297-3251
	Company Notes: Electric Utility Producer				
Construction: Railroad Grade Crossing Surfaces	Material: Coal Fly Ash (15-20% Total Recovery)				
	Product Notes: Manufactures standard full-depth, precast concrete railroad grade crossings.	Union Pacific Railroad Company	24125 Aldine-Westfield Road Spring, TX 77373	TX	
Construction: Roofing Materials	Material: Plastic Composite (100% Post-consumer; 100% Total Recovery)	U.S. Intec	P.O. Box 2685 Port Arthur, TX 77643	TX	Joey Burns Tel: 800-331-3007, 800-231-4631
Construction: Structural Fiberboard	Material: Wood (0% Post-consumer; 81% Total Recovery)	Temple-Inland Forest Products	303 S. Temple Drive Diboll, TX 75941	TX	Gary Keeling Email: garykeeling@templeinland.com Tel: 800-231-6060 Fax: 888-434-0002
Landscaping: Compost	Material: Yard Trimmings	Silver Creek Materials, Inc.	P.O. Box 150665 Fort Worth, TX 76108	TX	Sales Department Email: colby@silvercreekmaterials.com Tel: 817-246-2426 Fax: 817-367-3413
	Material: Yard		4705 W		

Landscaping: Compost	Trimmings (100% Post-consumer; 100% Total Recovery)	Discount Materials SBA	Industrial Avenue Midland, TX 79703	TX	Email: geostability@yahoo.com Tel: 432-520-2034 Fax: 432-520-2039
	Material: Cow Manure (100% Total Recovery)				
	Schedule: GS-21F-0126Y				
Landscaping: Compost GSA	Product Notes: Cow Wow is liquid dairy cow manure with no manure odor	Dairy Waste Management, LLC SBA	4500 Williams Dr. #212-329 Georgetown, TX 78633	TX	Leslie Heame Email: leslie@cowwow.com Tel: 512-863-8513 Fax: 270-682-5864
	Company Notes: HUB Certified, DBE Certified, Woman-Owned				
Landscaping: Hydraulic Mulch	Material: Paper (100% Post-consumer; 100% Total Recovery)	Tascon Industries, Inc. SBA	P.O. Box 41846 Houston, TX 77241	TX	Jim Adamoli Email: jadamolli@tasconindustries.com Tel: 713-397-0900 Fax: 713-937-1496
	Product Notes: Made from old newspapers.				
Landscaping: Lawn and Garden Edging	Material: Plastic (10% Post-consumer; 100% Total Recovery)	Poly-America, L.P.	2000 West Marshall Drive Grand Prairie, TX 75051	TX	Trent Mallory Email: trentm@poly-america.com Tel: 972 337-7344, 800-527-3322 Fax: 972 337-8344
	Material: Rubber (30-100% Post-consumer; 30-100% Total Recovery)				
Landscaping: Plastic Lumber Landscaping Timbers and Posts	Material: Plastic Composite (50% Post-consumer; 100% Total Recovery)	RubberLine, Inc. SBA	P.O. Box 340 Muenster, TX 76252	TX	Don Flusche Tel: 940-759-2986
Miscellaneous: Blasting Grit	Material: Glass (100% Post-consumer; 100% Total Recovery)	Strategic Materials	16365 Park Ten Place Suite 200 Houston, TX 77084	TX	Tom E. Dudak, Tom Dudak Tel: 281-647-2754 Fax: 281-647-2710
	Material: Wood (100% Post-consumer; 100%				

Miscellaneous: Pallets	Total Recovery) Product Notes: IFCO pallets are 100% reusable, recyclable, and come from a renewable resource. Material: Paper (90% Post-consumer; 90% Total Recovery)	IFCO SYSTEMS N.A., INC.	6829 Flintlock Road Houston, TX 77040	TX	Hillary Whyard Email: Hillary.Whyard@ifcosystems.com Tel: 813-463-4124
Miscellaneous: Sorbents	Product Notes: K-Sorb Hydrophobic Fiber & K-Sorb Hydrophobic Particulate. Used to contain/absorb oil-based spills. Repels water, floats indefinitely. Incinerable, pass EPA Paint Filter Test Method 9095 & TCLP test. Material: Paper (99% Post-consumer; 100% Total Recovery)	BioCel Technologies 	12315 Robin Blvd. Houston, TX 77245	TX	Troy Shulte Email: sales@biocel.com Tel: 713-413-1173 Fax: 713-433-2900
Miscellaneous: Sorbents	Product Notes: Source of material is old newspapers. Material: Paper (98% Post-consumer; 98% Total Recovery)	Tascon Industries, Inc. 	P.O. Box 41846 Houston, TX 77241	TX	Jim Adamoli Email: jadamoli@tasconindustries.com Tel: 713-397-0900 Fax: 713-937-1496
Miscellaneous: Sorbents	Product Notes: K-Sorb Universal Particulate contains/absorbs industrial spills. K-Sorb Universal Fiber absorbs free liquids in waste prior to disposal. Incinerable, pass EPA Paint Filter Test Method 9095 & TCLP test Material: Plastic (37-60% Post-	Ecosorb International 	P.O. Box 450005 Houston, TX 77245-0005	TX	Troy Shulte Email: sales@ecosorb.com Tel: 713-413-1173 Fax: 713-433-2029
	Material: Plastic (37-60% Post-		5740 Hartman		Customer Service Email:

Nonpaper Office: Binders (plastic covered, chipboard, pressboard)	consumer; 44-56% Total Recovery)	Samsill Corporation	Rd. Fort Worth, TX 76180	TX	customerservice@samsill.com Tel: 800-255-1100 Fax: 817-535-6900
Nonpaper Office: Plastic Trash Bags	Material: Plastic (10% Post-consumer; 50% Total Recovery)	Poly-America, L.P.	2000 West Marshall Drive Grand Prairie, TX 75051	TX	Trent Mallory Email: trentm@poly-america.com Tel: 972 337-7344, 800-527-3322 Fax: 972 337-8344
Nonpaper Office: Toner Cartridges	Material: Remanufactured Company Notes: Certified refills and remanufacturing with disassembling and cleaning of all major cartridge brands including full-color, high-speed printer/copiers and multi-function printers.	Cartridge World West U/Bellaire SBA	4036 Bellaire Blvd Houston, TX 77025	TX	Kathy Ranjbar Email: refill@cartridgeworldwestu.com Tel: 713-518-1484 Fax: 713-518-1543
Nonpaper Office: Toner Cartridges	Material: Remanufactured Company Notes: Certified refills and remanufacturing with disassembling and cleaning of all major cartridge brands including full-color, high-speed printer/copiers and multi-function printers.	Cartridge World of San Antonio SBA	7959 Fredericksburg Rd., Ste 213 , TX 78229	TX	Ray Edinger Email: rayedinger@yahoo.com Tel: 210.949.0565 Fax: 210.949.0667
Nonpaper Office: Toner Cartridges GSA	Schedule: GSA # GS02F0076R & TXMAS-9-75020 Company Notes: Woman-owned business	Precision Imaging SBA	PO BOX 26046 El Paso, TX 79926	TX	Maria Garcia Email: maria@precisionimaging.net Tel: 914-241-9190 Fax: 915-356-1885

Nonpaper Office: Toner Cartridges GSA		Material: Remanufactured Schedule: GSA	Computer Wholesale Products of America, Inc. SBA	P.O. Box 11309 Spring, TX 77391-1309	TX	Michelle Kalkoff Email: marketing@cwpa.com Tel: 800-421-0315 Fax: 866-499-5921
Paper and Paper Products: Printing and Writing Paper	Forms Bond	Material: Paper (30-50% Post-consumer; 30-50% Total Recovery) Product Notes: Converts Infinity brand that contains 30 percent postconsumer fiber and Shade and Allied brands that both contain 50 percent postconsumer fiber.	American Pad and Paper Co. of Delaware (AMPAD)	3101 E. George Bush Suite 200 Richardson, TX 75082	TX	Email: barbara.martin@americanpad.com Tel: (972) 578-2000 Fax: (972) 578-3350
Paper and Paper Products: Printing and Writing Paper GSA	Envelopes	Material: Paper (80% Post-consumer; 80% Total Recovery) Schedule: GSA (GS-14F-0050L)	Dolphin Blue, Inc. SBA	7324 Gaston Ave. #124-416 Dallas, TX 75214-6218	TX	Tom Kemper Email: dbdesk@dolphinblue.com Tel: 800-932-7715 Fax: 214-565-7835
Paper and Paper Products: Printing and Writing Paper GSA	Reprographic Paper	Material: Paper (30% Post-consumer; 30% Total Recovery) Schedule: GSA (GS-14F-0050L) Material: Plastic (100% Post-consumer; 100% Total Recovery) Material: Plastic Composite (100% Post-consumer; 100% Total Recovery)	Dolphin Blue, Inc. SBA	7324 Gaston Ave. #124-416 Dallas, TX 75214-6218	TX	Tom Kemper Email: dbdesk@dolphinblue.com Tel: 800-932-7715 Fax: 214-565-7835

Park & Recreation: Park Benches and Picnic Tables **GSA**

Schedule: GSA

Grounds for
Play, Inc.
SBA1401 E. Dallas
Street
Mansfield, TX
76063

TX

Emily Smith
Email: sales@groundsforplay.com
Tel: 800-552-7529, 817-477-5482
Fax: 817-477-1140

Product Notes:
Manufactures
picnic tables and
park benches from
plastic lumber
made from 100
percent
postconsumer
HDPE and
wood/plastic
composite lumber.

Material:
Aluminum (100%
Total Recovery)

Material: Plastic
Composite (100%
Post-consumer;
100% Total
Recovery)

Material: Rubber
(55-66% Total
Recovery)

Material: Steel
(50% Total
Recovery)

Schedule: GSA

Product Notes:
Product
incorporates Trex
plastic lumber and
recycled content
steel, aluminum,
and rubber

Material:
Remanufactured

Product Notes:
Engine lub. oil
(quart, pail, drum,
gal): 5W30,
10W30, 10W40,
15W40,
10W50SAE,
20W50SAE,
30W50SAE,
40W50SAE,
50W50SAE,
20W50; Hydraulic

Safety-Kleen
Oil Recovery5400 Legacy
Drive
Cluster II,
Building 3
Plano, TX
75024

TX

Email: info@safety-kleen.com
Tel: (800) 669-5740
Fax: 972-265-2990Park & Recreation: Playground Equipment **GSA**

Vehicular: Re-Refined Lubricating Oil

Vehicular: Re-Refined Lubricating Oil	fluid (pail, drum); Gear oil (pail, keg, drum), 80W90/GL5 also in gal.	Company Notes: Manufacturer	Material: Remanufactured	Product Notes: Brand: Enviroil. Products: Engine lub. oil (10W30); Quarts, drums, bulk. Anti-wear hydraulic oil (ISO 32, 46 and 68 grades); Drums, bulk. Diesel engine lub. oil (15W40, SAE30); Quarts, drums, bulk.	Lyondell Petrochemical Company	12000 Lawndale Avenue P.O. Box 2451 Houston, TX 77252-2451	TX	Rod Dougan Tel: 713-321-4310 Fax: 713-321-4700
Vehicular: Re-Refined Lubricating Oil	Product Notes: 76 Firebird: LD Motor Oil (passenger cars); IID Motor Oil (HD trucks/mixed); Tractor Hydraulic Fluid (farm); 5005 GEO (nat. gas engines); AW (ind./mobile hydraulic sys); Multipurpose Grease (ind./auto)	Company Notes: Vendor/distributor	Material: Remanufactured	Product Notes: 76 Firebird: LD Motor Oil (passenger cars); IID Motor Oil (HD trucks/mixed); Tractor Hydraulic Fluid (farm); 5005 GEO (nat. gas engines); AW (ind./mobile hydraulic sys); Multipurpose Grease (ind./auto)	76 Lubricants Company	600 North Dairy Ashford 2W9076 Houston, TX 77079	TX	Email: 76lubricants@conocophillips.com Tel: (281) 293-1000 Fax: (832)486-2886
Vehicular: Re-Refined Lubricating Oil	Industrial	Product Notes: Brand: AMSOIL. Products: Engine lubricating oil; Anti-wear hydraulic oil;	Material: Remanufactured	Industrial	AMS Supply	P.O. Box 8429 Houston, TX	TX	Ray Ecung

Cleaners, Organic
Solvent
Degreaser,
Surface Soil
REstorer, Soil
Bioremediation
Fluid, Water
Treatment/Cleaner

77288

Tel: 832-646-1900

Showing 1 to 40 of 40 entries (filtered from 1,166 total entries)

[Previous](#) [1](#) [Next](#)

Disclaimers

If you have questions or comments about this directory please contact Marlene RedDoor.

- This directory provides links to non-EPA websites run by the CPG product suppliers outside the www.epa.gov domain. EPA cannot attest to the accuracy of information on non-EPA pages. Providing links to a non-EPA Web site is not an endorsement of the other site or the information it contains by EPA or any of its employees. Also, be aware that the privacy protection provided on the www.epa.gov domain (see Privacy and Security Notice) may not be available at the external link.
- EPA makes reasonable efforts to verify that the information posted on this directory is accurate and that the vendors and suppliers meet the CPG's Recovered Materials Advisory Notice (RMAN) recommendations. EPA updates the information on a regular basis. EPA is unable to provide pricing information since many variables influence pricing. This directory provides buyers with the information necessary to comparison shop and make informed purchasing decisions.

Notes on Content Levels

- The content levels for all EPA recommendations should be read as X% recovered fiber, including Y% postconsumer fiber and not as X% recovered fiber plus Y% postconsumer fiber.
- EPA did not recommend any Postconsumer Content levels at the time of designation, either because there was no example of a product that contained a post consumer material or not enough products that contained the post consumer material levels. However, if a procurement agency finds a product with postconsumer materials, EPA recommends that the procurement agency buy the product with that material, if it meets the availability, price and performance criteria.

Note on Biobased Products

CPG products do not include biobased products. Biobased products are designated by the U.S. Department of Agriculture (USDA) as a requirement of the Farm Security and Rural Investment Act (2002 Farm Bill), Section 9002. Biobased products are commercial or industrial products (other than food or feed) that are composed in whole, or in significant part, of biological products, renewable agricultural materials (including plant, animal, and marine materials), or forestry materials. Federal procurement agencies must establish a procurement preference for buying biobased products designated by the USDA. Information can be found on the U.S. Department of Agriculture BioPreferred website.

How to Add Your Company to the Directory

If you would like to add your company to the EPA's CPG Product Supplier Directory, please review the types of products eligible for listing above and the accompanying recycled-content recommendations.

If your company's products meet the specified recommended recovered materials content ranges and product specifications, you may send information on your product to CPG Supplier Directory Support. Please be sure to include:

- information on its recycled content,
- product category,
- specific product type, and
- full contact information for your company (including valid phone numbers, emails and web page, if available).

You can anticipate a response within 15 business days. If sufficient information is received and your company's product is determined to meet the product specifications, you can anticipate to be added to the CPG Product Supplier Directory within one month of your completed submittal and you will be notified as such.

If your company's products do not meet the specified recycled content guidelines, we are unable to list them.

How to Change Your Company's Information in the Directory

Got changes to your current information? Please email Marlene RedDoor with the information you would like to update.

Related Programs, Tools and Resources

For information about green building, building types, awards and resources, search EPA's archive for the term "Green Building".

There are several EPA and programs, tools and resources related to CPG. Those resources, a link to their website and a description of each is listed below:

Resource	Description
Greener Products	EPA's Greener Products portal allows users to search for EPA programs related to greener products based on the type of user and their specific product interests.
Design for the Environment	EPA's Design for the Environment program helps consumers, businesses, and institutional buyers identify cleaning and other products that perform well, are cost-effective, and are safer for the environment.
Reduce, Reuse, Recycle	This EPA website that shows how reducing, reusing, and recycling can help you, your community, and the environment by saving money, energy, and natural resources.
Environmentally Preferable Purchasing (EPP)	EPA's Environmentally Preferable Purchasing program encourages and assists federal agencies in purchasing environmentally preferable products and services. The website explains EPA's guiding principles for including environmental performance in purchasing decisionmaking and posts case studies of successful pilot projects in both the public and private sectors.
WaterSense	EPA's WaterSense program helps people save water with a product label and provides tips for saving water around the house.
Office of the Federal Environmental Executive (OFEE)	OFEE's mission is to advocate, coordinate, and assist environmental efforts of the federal community in waste prevention, recycling, affirmative procurement of CPG items, and the acquisition of recycled and environmentally preferable products and services.
FedCenter	FedCenter is the federal government's home for comprehensive environmental stewardship and compliance assistance information. The site provides frequent updates to the stewardship program. Federal employees and contractors can become members and gain access to additional resources.
Federal Trade Commission (FTC)	The Federal Trade Commission issued <i>Guides for the Use of Environmental Marketing Claims</i> in May 1998.
U.S. General Services Administration, Federal Supply Service (GSA/FSS)	The U.S. General Services Administration (GSA), Federal Supply Service has introduced many products into its supply system that have recycled content, offer energy and/or water savings, or that have been reformulated to be less environmentally detrimental. This site includes product descriptions, ordering information, information for prospective vendors, and more. You can also access <i>GSA Advantage!</i> , GSA's online ordering system to order any GSA product. • Sustainability • Green Products • Recycled Content Products
GSA Green Products Sustainable Facilities Tool	The Sustainable Facilities Tool offers useful sustainable guidance and tools for facility managers, procurement professionals, leasing specialists, and project managers.
California Integrated Waste Management Board's Buy Recycled Program (CIWMB) ^{EW}	CIWMB promotes California's policy to "buy green" and currently is working in several targeted priority areas such as the Recycled Paper Coalition, the building and construction industry, and the organics and composting industries. The recycled-content products database lists over 3,000 companies and 6,500 products with recycled content.
Recycling Data Network Information Services ^{EW}	This commercial Web site provides access, on a subscription basis, to a recycled-content products database of over 4,500 listings in 700 product classifications. It also provides a reference library and a newsletter. Managed by the publisher of the <i>Official Recycled Products Guide</i> , the product database is considered to be the largest of its kind.

Last updated on May 31, 2016

PAYMENT BOND

STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That we, of the City of _____ County of _____, and State of _____, as, Principal (CONTRACTOR), and authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Celina (OWNER), in the penal sum of (Written Amount) _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the day of _____, 20__ to do:

WATER SYSTEM IMPROVEMENTS

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a SUBCONTRACTOR in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument this _____ day of _____, 20_____.

Principal _____

Surety _____

By: _____

Title: _____

Address: _____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

PHONE #: () _____ - _____

PERFORMANCE BOND

STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS That we, _____ of the City of County of _____, and State of _____ as, Principal (CONTRACTOR), and authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Celina (OWNER), in the sum of (Written Amount) Dollars (\$) as a proper measure of liquidated damages, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the day of, _____, 20 , to do:

WATER SYSTEM IMPROVEMENTS

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code (formerly Article 5160 of Vernon's Annotated Civil Statute) and this Bond and all of the provisions herein contained shall be solely for the protection of the named OWNER which has awarded the contract referred to.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Attachment: Celina TXCDBG Bid Book (7-27-17) (TXCDBG Downtown Water System Improvements)

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument
this day of _____, 20____.

Principal

Surety

By: _____

Title: _____

Address: _____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

PHONE: () _____ - _____

MAINTENANCE BOND

THE STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL BY THESE PRESENTS

THAT _____ as _____ Principal _____ (CONTRACTOR), _____ and _____, a corporation authorized to do business in the State of Texas, as Surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Celina, a municipal corporation of the State its successors and assigns, at Celina, Collin County, Texas the sum of (Written Amount) _____ Dollars (\$), one hundred (100%) percent of the total amount of the contract for the payment of which sum said principal and surety do hereby bind themselves, their successors and assigns, jointly and severally.

WHEREAS, said (CONTRACTOR) _____ has this day entered into a written contract with the said City of Celina to build WATER SYSTEM IMPROVEMENTS which contract and the plans and specifications therein mentioned, adopted by the City of Celina, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and do all necessary backfilling that may become necessary in connection therewith and do and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said CONTRACTOR on account of any breaking of such improvements, caused by the said CONTRACTOR on constructing the same or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said CONTRACTOR, and in case the said CONTRACTOR shall fail to repair, reconstruct or maintain said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said CONTRACTOR and its surety on this obligation, and said CONTRACTOR and surety shall be subject to the damages in said contract for each day's failure on the part of said CONTRACTOR to comply with the terms and provisions of said contract and this bond.

Attachment: Celina TXCDBG Bid Book (7-27-17) (TXCDBG Downtown Water System Improvements)

NOW, THEREFORE, if the said CONTRACTOR shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect.

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF the said as CONTRACTOR and Principal, has caused this instrument to be executed by (CONTRACTOR) and the said _____ as Surety, has caused this instrument to be executed by its Attorney-in-fact _____ and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 20__.

SURETY:

PRINCIPAL:

By : _____
Attorney-in-fact

By : _____

Phone: () - _____

Phone: () - _____

CONTRACTOR'S AFFIDAVIT OF BILLS PAID
CDBG Grant No. 7216091

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day appeared _____,
 who, being duly sworn on oath, stated as follows:

"I am a legal representative of _____, (full name of Contractor as in
 contract) and the contract for the construction of the project, designated as

Water System Improvements

has been satisfactorily completed and all bills for materials, apparatus, fixtures, machinery and
 labor used in connection with the construction of this project have, to the best of my knowledge
 and belief, been fully paid."

Further affiant sayeth not.

 Signature

 Title

Sworn to and subscribed before me this ____ day of _____, 2017.

 Notary Public in and for the State of Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of the partnership. If the Contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

END OF SECTION

CB-1

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

APPENDICES

**APPENDIX “A”
TRAFFIC CONTROL GUIDELINES
& APPLICATION**

**City of Celina
Engineering Department
Temporary Traffic Control Guidelines**

General Notes

1. The CONTRACTOR shall provide a proposed Traffic Control Plan in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. The CONTRACTOR shall be responsible to maintain all work zone traffic control devices, including signing and barricading, 24-hours a day, until all work is completed.
3. The Inspector shall have the authority to stop all work until the CONTRACTOR provides the proper traffic control for the given conditions.
4. The Inspector shall have the authority to require additional signs, barricades or flagmen if he/she deems necessary.
5. The CONTRACTOR shall give all residence and/or businesses at least 24-hour advanced notice before closing any driveways or alleys. Notice shall be written in both English and Spanish.
6. No roadway shall be completely closed to through traffic without authorization from the City Engineer. The CONTRACTOR shall notify the City's Engineering Department two (2) weeks prior to any requested roadway closure. The Director will then inform all effected agencies including, but not limited to, emergency services agencies, School Districts, US Postal Service, and Celina Garbage and Waste Management.
7. The CONTRACTOR shall place Variable Message Signs (V.M.S.) on roadways to be closed displaying dates and times of closure. The V.M.S. shall be on display for one (1) week prior to the closure of any city roadway. All text and wording displayed on the V.M.S. signs shall be approved by the Transportation Services Department prior to the deployment of the signs.
8. The CONTRACTOR shall maintain a copy of the approved Traffic Control Plan on the job site at all times for the purpose of inspection and to ensure proper implementation.

**CITY OF CELINA TRANSPORTATION SERVICES
TRAFFIC CONTROL PLAN APPLICATION**

OFFICE USE ONLY

Date Received: _____ **APPROVED:** ☐ **DENIED:** ☐
Comments:

Application Approved By: _____ **Date:** _____

NATURE OF WORK

- ☐ Sidewalk ☐ Street Paving ☐ Gas ☐ Electric ☐ Telephone ☐ Water
☐ Storm Sewer ☐ Sanitary Sewer ☐ Street Cut ☐ Street Bore ☐ Subdivision ☐ Fire Hydrant
☐ Meter Vault ☐ Other _

IDENTIFICATION

Project Name: CONCRETE STORAGE BINS
Address: _____
Location: _____
Beginning Date: _____ **Estimated Completion Date:** _____

OWNER Name: _____

Address: _____

CONTRACTOR Name: _____
Address: _____
Primary Telephone No: _____ **Secondary Telephone No:** _____ **Fax No:** _____

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

Name of Company: _____
Address: _____ **Primary**
Telephone No: _____ **Secondary Telephone No:** _____ **Fax No:** _____

 Signature Date

APPENDIX “B”
DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

- I. In the interest of job safety and to protect the general public, other CONTRACTORS and the OWNER'S employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:
- (a) Establish a controlled substance abuse program that will test for controlled substance use by:
 - (1) Employees utilized by the bidder on this project, as listed in the Prevailing Wage Rate for Municipal Construction, if performance by a person impaired by the effects of a controlled substance, would or could: (i) pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or (ii) compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;
 - (2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;
 - (3) Employees as part of a voluntary drug testing program; or
 - (4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;
 - (b) Establish a program that will test an employee utilized by the bidder on this project on any position listed in the Prevailing Wage Rate when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite;
 - (c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of a controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions;
 - (d) Establish a drug-free awareness program to inform employees about the dangers of drug abuse on the jobsite, about the bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and
 - (e) Provide a copy of the statement required by subsection (c) to all employees of the bidder who will be involved in performance of the Contract.

- II. Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I.(b), shall be considered unfit for purposes of Item 108.4 (Employees) of the N.C.T.C.O.G. Standard Specifications for Public Works Construction, Latest Edition, as amended.
- III. For purposes of Section I. above, the term "controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methodone, cocaine, qualudes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.
- IV. The bidder shall be solely responsible for the maintenance and administration of the program required in Section I. above. Nothing in these provisions shall be construed on the OWNER'S part as authorizing, permitting or requiring the bidder to engage in conduct that is in violation of the United States or Texas constitutions, that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or federal law.

APPENDIX "B" ATTACHMENT A**Drug-Free Workplace Program Certification**

- A. By submission of its offer, the offeror certifies and agrees that, with respect to the offeror and all employees of the offeror to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the clause of the General Provisions entitled "Drug-Free Workplace Program."
- B. Failure of the offeror to have the drug-free workplace program complying with this certification and the clause of the General Provisions entitled "Drug-Free Workplace Program available for City's review and approval as part of City's pre-award responsibility survey will be deemed a lack of responsibility rendering the offeror unqualified and ineligible for award.

APPENDIX "B" ATTACHMENT B

DRUG-FREE WORKPLACE PROGRAM

- A. As used in this clause:
- (1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.
 - (2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.
 - (3) "Drug-free workplace" means a site for the performance of work done in connection with a City construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - (4) "Employee" means an employee of a CONTRACTOR or SUBCONTRACTOR who may be directly engaged in the performance of work under a City construction contract.
 - (5) "Reasonable suspicion" means the presence or absence of specific criteria identified in the CONTRACTOR'S drug free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the CONTRACTOR'S supervisory personnel with reasonable training in the identification of such criteria.
- B. The program may, at the CONTRACTOR'S discretion, include mandatory employee drug testing under the following circumstances:
- (1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or
 - (2) As part of a voluntary employee drug testing program.
- C. A random testing procedure to detect the use of alcohol or a controlled substance by employees performing tasks on the project maybe required as part of the CONTRACTOR'S program for the purpose of preventing or deterring hazardous performance.
- D. All testing by or on behalf of the CONTRACTOR because of a requirement in a City contract shall be conducted only for employees engaged (or to be engaged) in tasks on the project and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the CONTRACTOR from adding its own additional testing requirements.

- E. The CONTRACTOR shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.
- F. The program must require each employee who will perform a task on the project, prior to working under a City contract to (i) acknowledge in writing the CONTRACTOR'S drug-free workplace program and (ii) give advance written consent to any drug testing that may be conducted under the CONTRACTOR'S program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The CONTRACTOR will agree, in connection with the employee's consent, that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the CONTRACTOR is subject to a collective bargaining agreement (i) the procedure for obtaining the individual employees' acknowledgment and consent must be consistent with the CONTRACTOR'S obligations under the collective bargaining agreement, and (ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.
- G. The CONTRACTOR will establish a drug-free awareness program to inform its employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The CONTRACTOR'S policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from City.
- H. The CONTRACTOR'S drug-free workplace program shall, at a minimum, include:
- (1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the City construction contract.
- Procedures for the CONTRACTOR'S employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.
- (3) The criteria the CONTRACTOR will use for "reasonable suspicion" testing.
 - (4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is impaired by the effects of "alcohol or controlled substance(s)".

- I. The CONTRACTOR shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.
- J. The CONTRACTOR agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of subparagraphs "B" through "I" of this clause. The CONTRACTOR shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from SUBCONTRACTORS and records of drug or alcohol tests conducted during performance of the contract. Such records shall be subject to inspection and audit by City.
- K. A Drug-Free Workplace Program Clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph "I", will be included in every subcontract entered into in connection with this contract



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Federal Grant Program Procurement Policy for the TxCDBG Downtown Water Improvements

Action Requested:

Consider and act upon the adoption of a Federal Grant Program Procurement Policy. (Fourmentin)

Background Information:

As part of the City's 2016 Texas Community Development Block Grant (TxCDBG) award in the amount of \$275,000.00 and a City contribution of \$165,898.00 to be used for downtown water improvements, the City of Celina must take actions to adopt the Federal Grant Program Procurement Policy.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's contribution towards the project is \$165,898.00 which is funded from the Capital Improvements Program

Legal Review:

N/A

Supporting Documents:

See Attachment

Staff Recommendation:

Review and sign

FEDERAL GRANT PROGRAM PROCUREMENT POLICY for the
CITY of CELINA, adopted _____.

CODE OF CONDUCT

As a Grant Recipient of a TxCDBG contract, the City of Celina shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Celina shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Celina shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Celina Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this ____ day of _____, 20__.

 Name of Mayor
 City of Celina



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: MOU with Martin Marietta and Austin Bridge & Road

Action Requested:

Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Martin Marietta and Austin Bridge & Road for the reconstruction of County Road 53. (Fourmentin)

Background Information:

Martin Marietta and Austin Bridge & Road have requested to rebuild County Road 53 from Preston Road to the railroad tracks. Their proposal includes the design, materials, construction, and maintenance of this section of roadway for a period of five years. The road section requested will utilize a "crack and seat" method of rehabilitation of existing concrete pavement, the addition of cement treated base, and hot mix asphalt concrete in lieu of Portland cement concrete. Construction is anticipated to be complete by the end of November 2017.

Board Review/Citizen Input:

Alternatives:

Add to the CIP list for future funding.

Financial Considerations:

The opinion of Probable Construction costs are approximately \$744, 500, which will be funded by Martin Marietta and Austin Bridge & Road.

Legal Review:

The city attorney has drafted the MOU.

Supporting Documents:

Staff Recommendation:

Approve

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the _____ day of September, 2017 (the "Effective Date") by and between the City of Celina (the "City") and Martin Marietta and Austin Bridge & Road (the "Owners"). The City and the Owners are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, the Owners own adjacent tracts of land which are depicted on Exhibit A (collectively the "Property"), which exhibit is attached hereto and made a part hereof for all purposes; and

WHEREAS, the Owners operate industrial type facilities on the Property which generate a high volume of heavy truck traffic;

WHEREAS, over a period of time such traffic has contributed to the deterioration of CR 53 and made for conditions that are unsafe for the public;

WHEREAS, the Owners desire to provide improvements that will enhance public safety and facilitate traffic flow to the Property; and

WHEREAS, the Owners intend to fund the costs to design and reconstruct the roadway improvements in accordance with City requirements for that portion of CR 53 indicated on Exhibit A; and

WHEREAS, the Owners will be solely responsible to fund all design and construction costs;

WHEREAS, this MOU will allow the improvements to be completed in a manner that will address the immediate need to reconstruct CR 53;

WHEREAS, the City Council has determined it is in the public interest to enter into this MOU and delegate to the City Manager the authority to oversee the administration of 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 hereby agree as follows:

ARTICLE I DESIGN COSTS AND CONSTRUCTION

1.1 The Owners authorize their designated representatives and the City authorizes the City Manager to undertake the initial process of selecting qualified engineers to design the reconstruction of CR 53 and to commence such construction in accordance with City requirements and all applicable law.

1.2 The Owners and City agree that the costs of design and construction will be funded solely by the Owners.

1.3 The City agrees that at the City Manager's discretion certain inspection and other administration fees may be waived in consideration of the public benefit provided by Owners that they may not otherwise be required to provide.

ARTICLE II ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

2.2 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Owners represent and warrant that this Agreement has been approved by appropriate action of the Owners, and that the individual executing this Agreement on behalf of the Owners have been authorized to do so.

2.3 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.4 Term. This Agreement shall remain in effect until the Owners have been fully reimbursed pursuant to the terms of Section 1.1.

2.5 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

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

2.7 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent.

2.8 Owners Acknowledgement. OWNERS ACKNOWLEDGE AND AGREE THAT THE OWNERS' ADVANCEMENT OF THE DESIGN AND CONSTRUCTION COSTS DO NOT CONSTITUTE A TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION; OR A VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED. OWNERS RELEASE THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS RELATING TO OWNER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

To the City:	Attn:	City Manager
		City of Celina
		142 N. Ohio
		Celina, Texas 75009
	E-mail:	jlaumer@celina-tx.gov
	Tel:	972-382-2682
	Fax:	972-382-3736
With a Copy to:	Attn:	Lance Vanzant
		Hayes, Berry, White & Vanzant, LLP
		512 W. Hickory, Suite 100
		Denton, Texas 76201
	E-mail:	lvanzant@hbwvlaw.com
	Tel:	940-387-3518
	Fax:	866-580-1744

To the Owners:	Attn:	
	E-mail:	
	Tel:	
	Fax:	
With a Copy to:	Attn:	
	E-mail:	
	Tel:	
	Fax:	

2.10 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

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

2.12 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

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

2.15 Counterparts. This Agreement may be executed in any number of counterparts,

each of which shall be deemed an original and constitute one and the same instrument.

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

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

MARTIN MARIETTA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

AUSTIN BRIDGE & ROAD

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

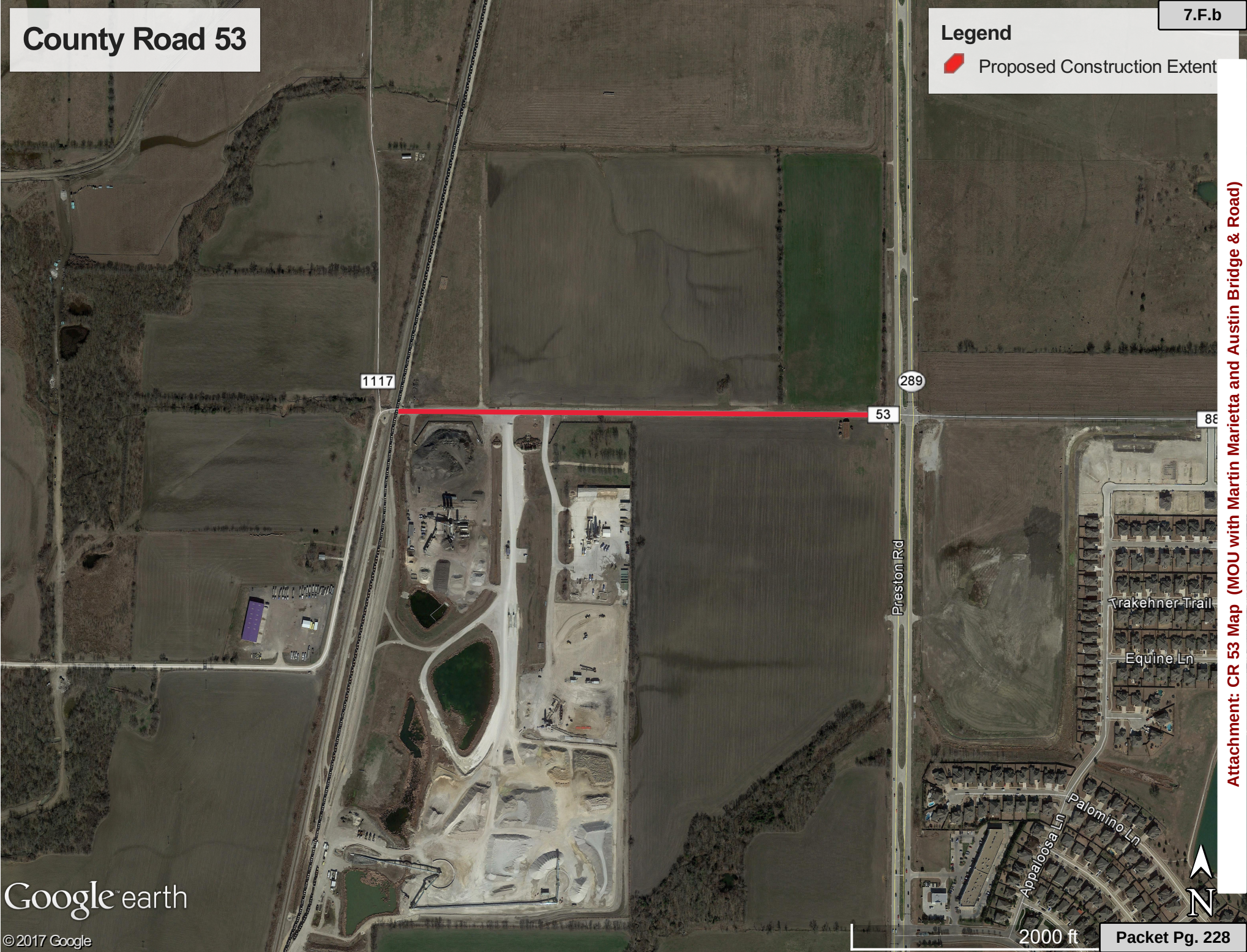
Site Depiction

County Road 53

7.F.b

Legend

Proposed Construction Extent





City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: September 12, 2017
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. (Faulkner)

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:



Contract Amendment Eleven (11)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 316
McKinney, TX 7507
972-548-4165

7.G.a

Vendor: City of Celina
142 N Ohio St.
Celina, TX 75009

Effective Date 10/01/2017
Contract No. 06668-09
Contract Interlocal Agreement for the Facility
Construction and Use of an Animal Shelter
in Collin County

Awarded by Court Order No.:			<u>2006-891-09-26</u>
Contract Amendment No.:	<u>1</u>	Court Order No.	<u>2007-903-10-09</u>
Contract Amendment No.:	<u>2</u>	Court Order No.	<u>2009-012-01-12</u>
Contract Amendment No.:	<u>3</u>	Court Order No.	<u>2009-556-07-27</u>
Contract Amendment No.:	<u>4</u>	Court Order No.	<u>2010-918-11-08</u>
Contract Amendment No.:	<u>5</u>	Court Order No.	<u>2011-562-08-15</u>
Contract Amendment No.:	<u>6</u>	Court Order No.	<u>2012-902-12-10</u>
Contract Amendment No.:	<u>7</u>	Court Order No.	<u>2013-942-11-11</u>
Contract Amendment No.:	<u>8</u>	Court Order No.	<u>2014-990-12-15</u>
Contract Amendment No.:	<u>9</u>	Court Order No.	<u>2016-016-01-04</u>
Contract Amendment No.:	<u>10</u>	Court Order No.	<u>2017-032-01-23</u>
Contract Amendment No.:	<u>11</u>	Court Order No.	

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2017, continuing through and including September 30, 2018 at the below rate:

Total amount for fiscal year 2018: \$ 13,696.00

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.

ACCEPTED BY:

CITY OF CELINA

142 N. Ohio St.
Celina, TX 75009

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

SIGNATURE

TITLE:

DATE:

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE:

Attachment: FY18 Contract Amendment No. 11 - Animal Shelter (Animal Services)



Contract Amendment Eleven (11)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 310
McKinney, TX 75071
972-548-4166

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Effective Date 10/01/2017
Contract No. 01357-09
Contract Interlocal Agreement for Animal Control Services

Awarded by Court Order No.:		2006-879-09-26
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2007-902-10-09</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2009-056-01-27</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2009-553-07-27</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2010-917-11-08</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2011-561-08-15</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2012-901-12-10</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2013-938-11-11</u>
Contract Amendment No.:	<u>8</u>	Court Order No. <u>2014-989-12-15</u>
Contract Amendment No.:	<u>9</u>	Court Order No. <u>2016-017-01-04</u>
Contract Amendment No.:	<u>10</u>	Court Order No. <u>2017-031-01-23</u>
Contract Amendment No.:	<u>11</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents.
Agreement shall be in effect from October 1, 2017, continuing through and including September 30, 2018.

Total amount for fiscal year 2018: \$22,582.00

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.

ACCEPTED BY:

CITY OF CELINA

142 N. Ohio St.
Celina, TX 75009

SIGNATURE _____

TITLE: _____

DATE: _____

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE: _____

Attachment: FY18 Contract Amendment No. 11 - Animal Control (Animal Services)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robyn Miga, Planner
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Keller Williams Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Keller Williams, being a ± 4 acre tract of land, situated in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas. The property is located east of Preston Road, south of Sunset Boulevard, north and west of CR 89. (Keller Williams Construction Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Keller Williams and determined that the outstanding comments are minor in nature and can be addressed prior to scheduling a pre-construction meeting.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Construction Plat at the August 15, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

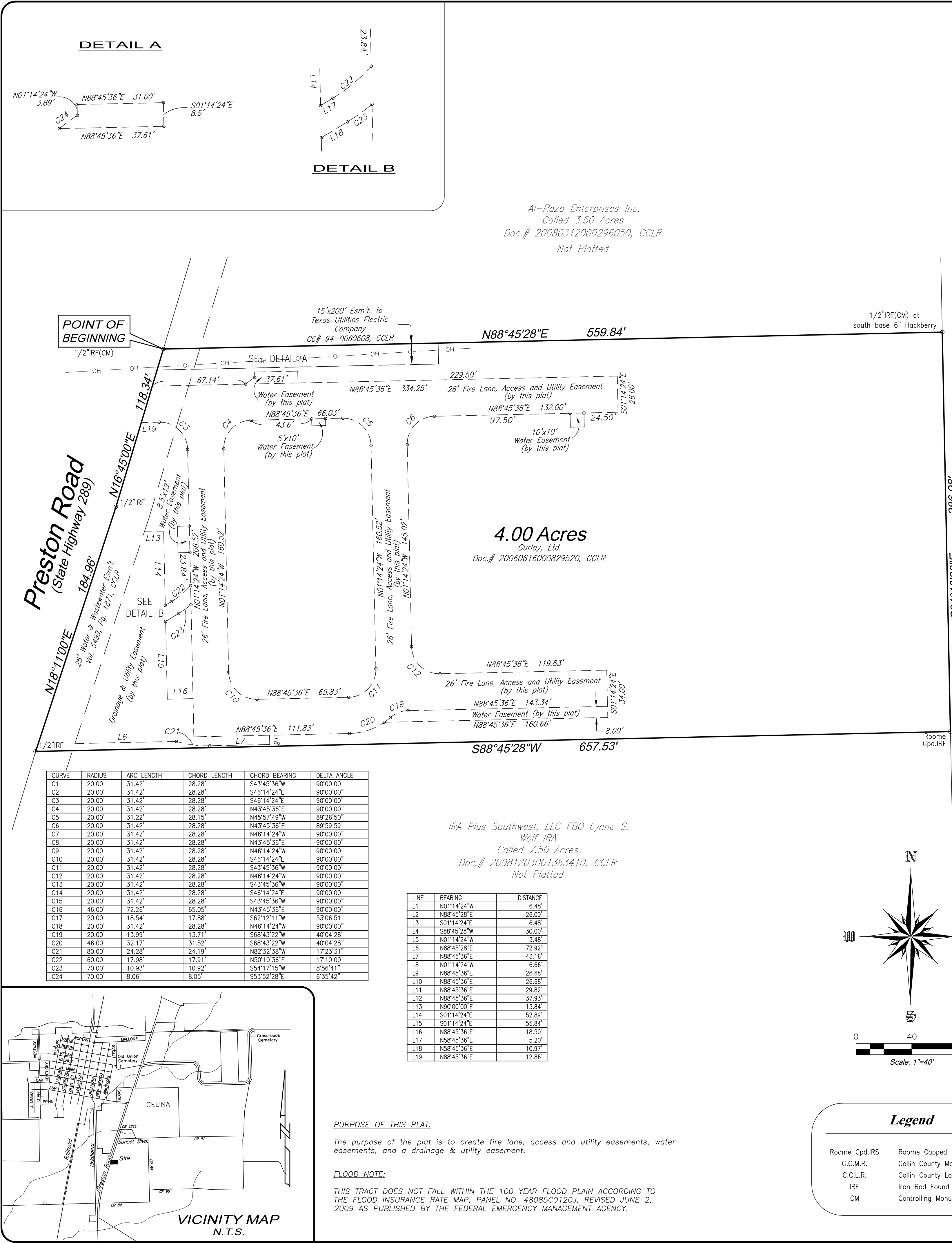
n/a

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented pending all comments are addressed prior to scheduling a pre-construction meeting.





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robyn Miga, Planner
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Buffalo Ridge Phase 2 Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Buffalo Ridge Phase 2, being a ± 29.639 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, City of Celina, Collin County, Texas. The property is located north of CR 100, east of Preston Road, south of CR 134, and west of CR 97, containing 98 residential lots and 4 HOA lots. (Buffalo Ridge Phase 2 Construction Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat and determined that it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Construction Plat at the August 15, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

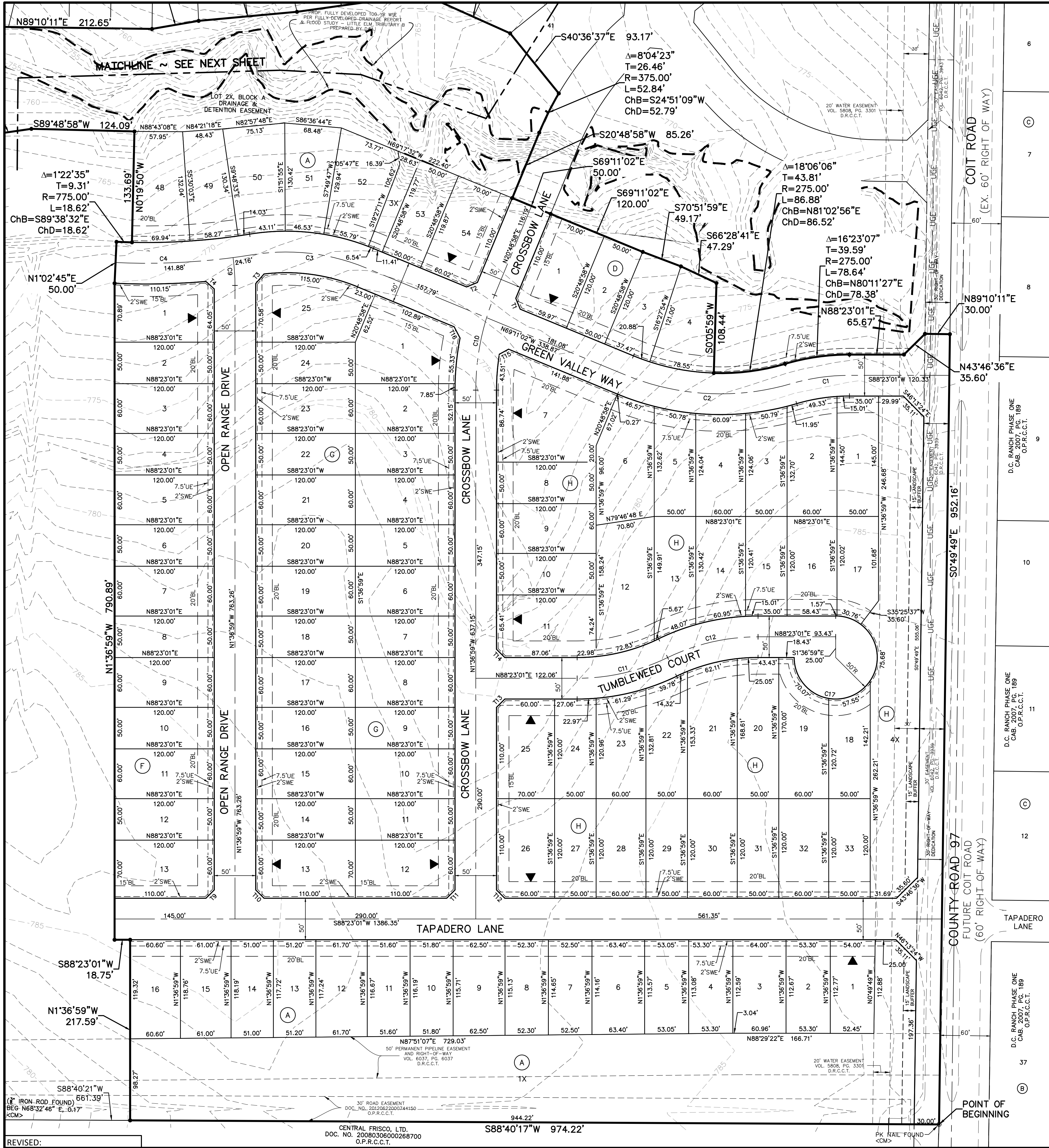
n/a

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented.

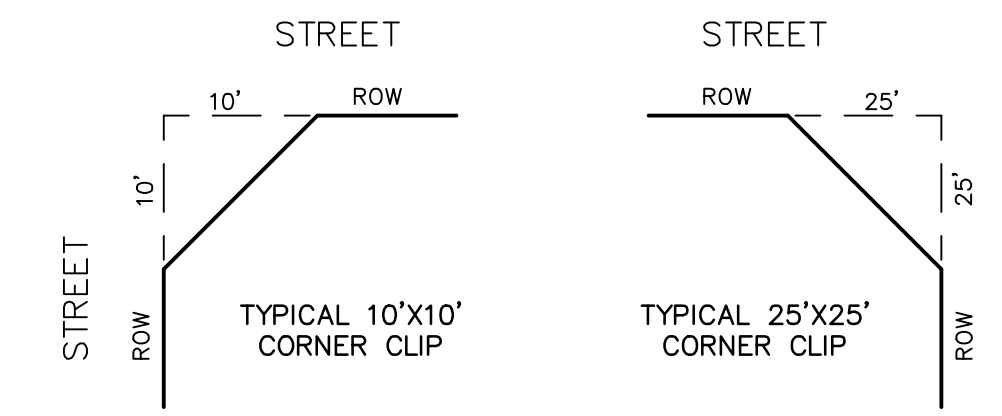
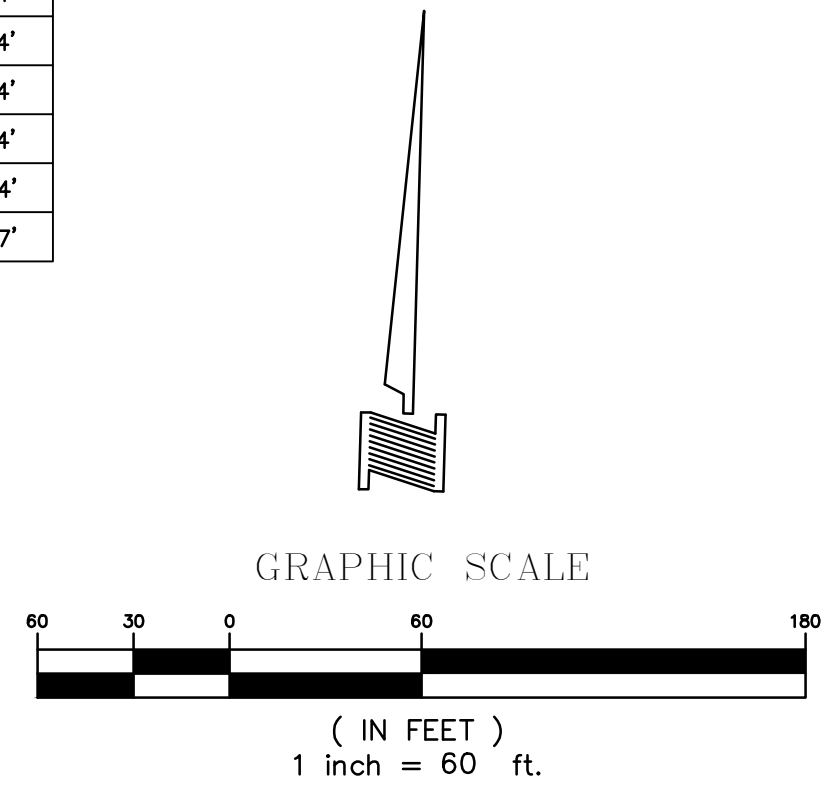


ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	16°23'07"	250.00'	35.99'	71.49'	S80°11'27"W 71.25'
C2	38°49'05"	300.00'	105.70'	203.25'	N88°35'34"W 199.39'
C3	31°39'45"	250.00'	70.89'	138.15'	N85°00'54"W 136.40'
C4	15°28'22"	800.00'	108.68'	216.04'	S86°53'24"W 215.39'
C9	7°43'14"	250.00'	16.87'	33.69'	N05°28'37"W 33.66'
C10	22°25'57"	300.00'	59.49'	117.46'	N09°35'59"E 116.71'
C11	25°50'31"	250.00'	57.35'	112.76'	N75°27'45"E 111.80'
C12	25°50'31"	250.00'	57.35'	112.76'	N75°27'45"E 111.80'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C17	27°00'02"	50.00'	50.00'	235.62'	N43°23'00"E 70.71'

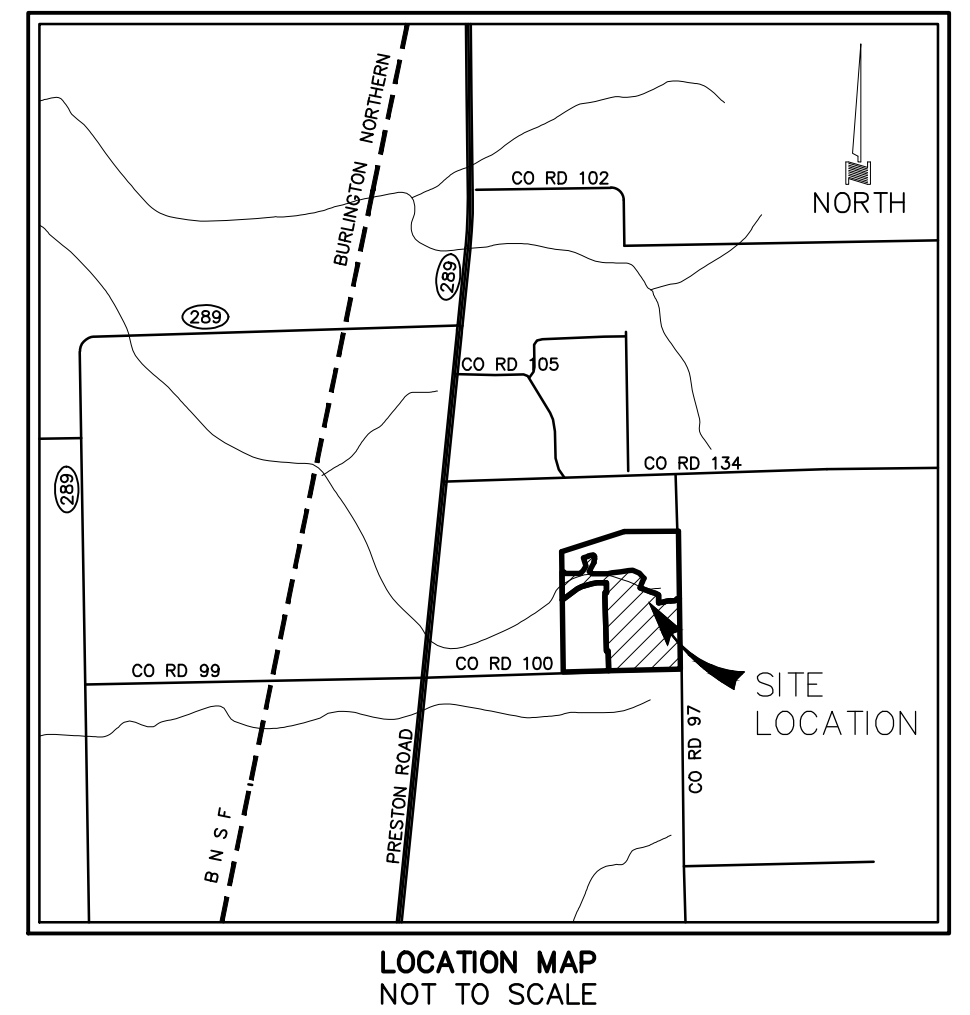
LOT SIZE TABLE	
LOT SIZE	NO. OF LOTS
50' WIDE LOTS	54
60' WIDE LOTS	44

LOT LINE TABLE		
LINE	BEARING	LENGTH
T1	N24°15'35"W	14.16'
T2	S65°45'20"W	14.13'
T3	N39°19'23"E	15.11'
T4	S49°17°01"E	13.47'
T9	S43°23°01"W	14.14'
T10	N46°36°59"W	14.14'
T11	N43°23°01"E	14.14'
T12	N46°36°59"W	14.14'
T13	S43°23°01"W	14.14'
T14	S46°36°59"E	14.14'
T15	N59°39°18"E	12.54'
T16	S29°23°27"E	15.37'



- NOTES**
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - LOTS 1X, 2X, & 3X BLOCK A, LOT 4X BLOCK H, SHALL BE HOA LOTS OWNED AND MAINTAINED BY THE HOA.
 - ALL LOT CORNERS ARE 1/2" IRON RODS SET WITH A YELLOW PLASTIC CAP STAMPED "DAA" UNLESS OTHERWISE NOTED.
 - "X" CUTS SET IN CONCRETE STREET PAVING AT ALL INTERSECTION AND POINTS OF CURVATURE.
 - BASE OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE 4202.
 - ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48085C0110J DATED: JUNE 2, 2009 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, NO FLOODPLAIN PRESENT ON THIS SITE.
 - DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH PD ORDINANCE NO. 2015-77.
 - COUNTY ROAD 100 WILL REMAIN INTACT AND OPERATIONAL UNTIL FARM MARKET ROAD 455 REALIGNMENT IS COMPLETED.

- LEGEND**
- BL = BUILDING LINE
 - VAM = VISIBILITY, ACCESS AND MAINTENANCE ESMT
 - SSE = SANITARY SEWER EASEMENT
 - WE = WATER EASEMENT
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - EHS = EROSION HAZARD SETBACK
 - HOA = HOME OWNERS ASSOCIATION
 - WSE = WATER SURFACE ELEVATION
 - SWE = SIDEWALK EASEMENT
 - IRF = IRON ROD FOUND
 - <CM> = CONTROL MONUMENT
 - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 - D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
 - = 1/2" IRON ROD FOUND W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA"
 - ◇ = DENOTES STREET NAME CHANGE
 - ▼ = DENOTES FRONT OF LOT



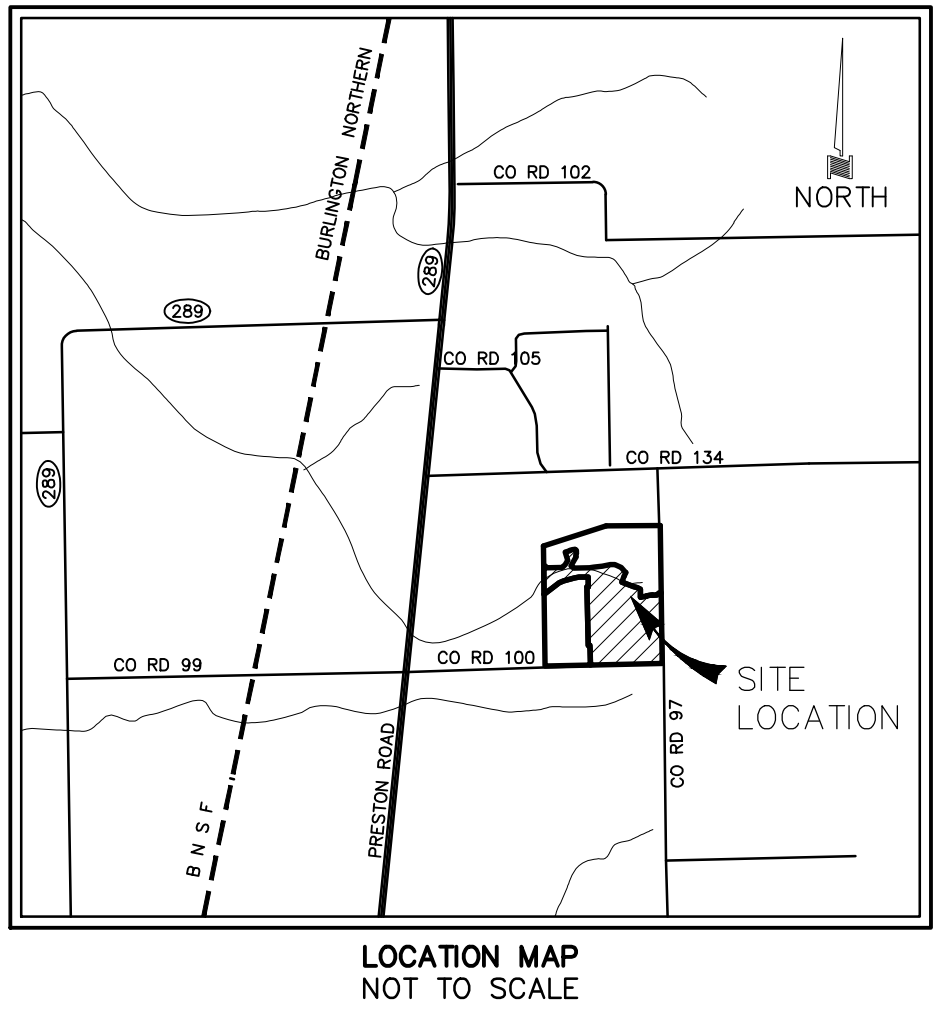
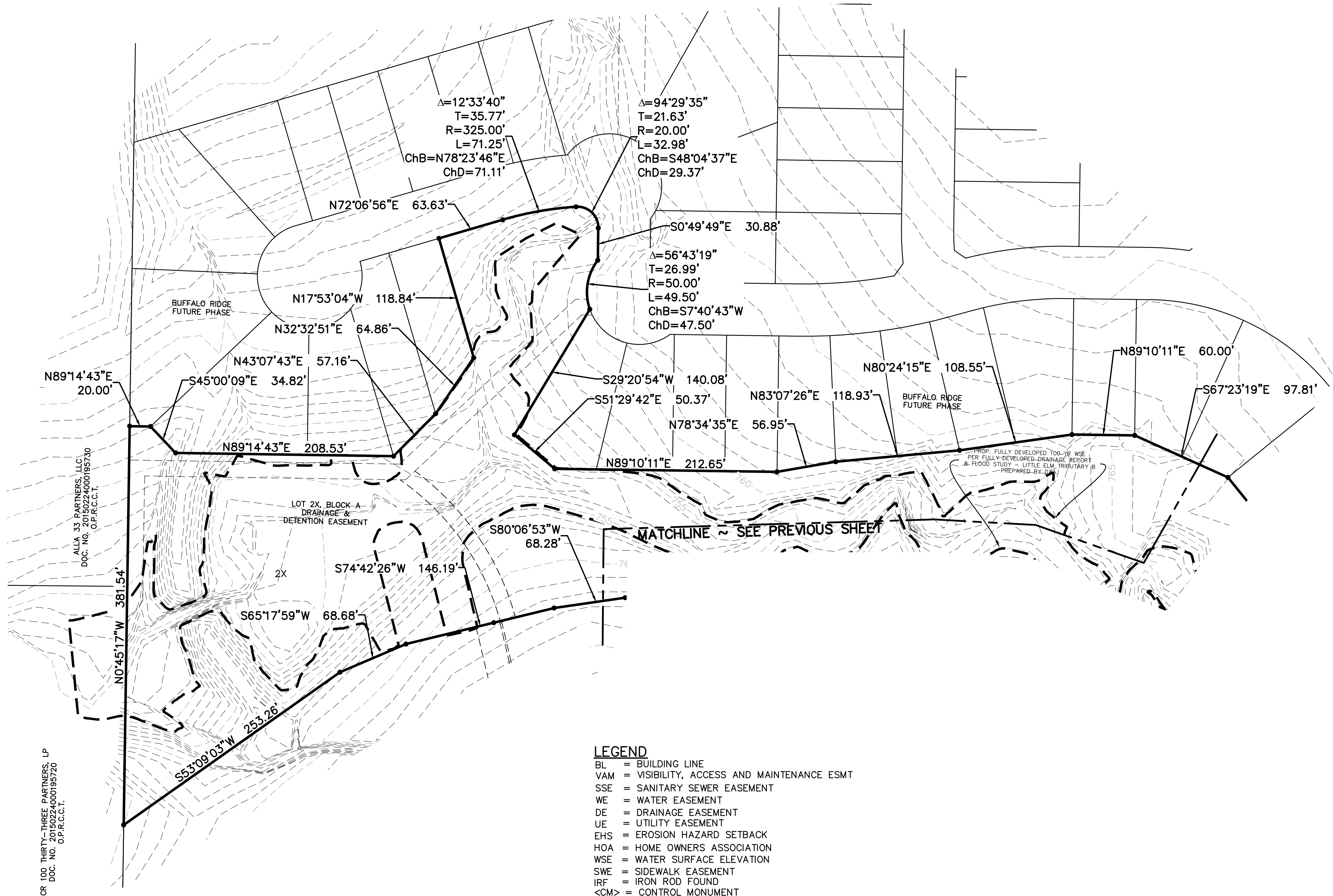
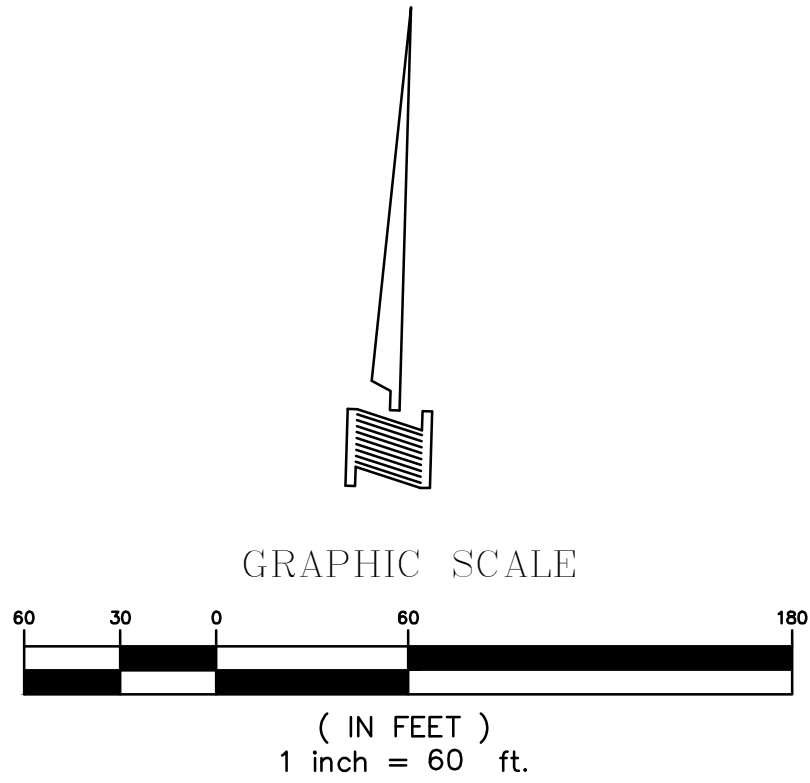
CITY FILE NUMBER: P-201704-01
29.661 ACRES
98 RESIDENTIAL LOTS
4 HOA LOTS
**CONSTRUCTION PLAT
BUFFALO RIDGE
PHASE TWO**
AN ADDITION TO THE CITY OF CELINA
L.M. BOYD SURVEY, ABSTRACT NO. 48
COLLIN COUNTY, TEXAS
AUGUST 2017 SCALE: 1"= 60'

OWNER DEVELOPER
POINTE BUFFALO RIDGE, LLC **POINTE LAND DEVELOPMENT**
6860 NORTH DALLAS PARKWAY, SUITE 200 6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024 PLANO, TEXAS 75024
972-905-2146 972-905-2146
CONTACT: NEAL HECKEL CONTACT: NEAL HECKEL

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200, Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: GABE NOVAK

NOTES

1. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. LOTS 1X, 2X, & 3X BLOCK A, LOT 4X BLOCK H, SHALL BE HOA LOTS OWNED AND MAINTAINED BY THE HOA.
3. ALL LOT CORNERS ARE 1/2" IRON RODS SET WITH A YELLOW PLASTIC CAP STAMPED "DAA" UNLESS OTHERWISE NOTED.
4. "X" CUTS SET IN CONCRETE STREET PAVING AT ALL INTERSECTION AND POINTS OF CURVATURE.
5. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE 4202.
6. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48085C0110J DATED: JUNE 2, 2009 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, NO FLOODPLAIN PRESENT ON THIS SITE.
7. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH PD ORDINANCE NO. 2015-77.



CITY FILE NUMBER: P-201704-01
29.661 ACRES
98 RESIDENTIAL LOTS
4 HOA LOTS
CONSTRUCTION PLAT
BUFFALO RIDGE
PHASE TWO
AN ADDITION TO THE CITY OF CELINA
L.M. BOYD SURVEY, ABSTRACT NO. 48
COLLIN COUNTY, TEXAS
AUGUST 2017 SCALE: 1"= 60'

OWNER: POINTE BUFFALO RIDGE, LLC
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

DEVELOPER: POINTE LAND DEVELOPMENT
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: GABE NOVAK

LEGEND

- BL = BUILDING LINE
- VAM = VISIBILITY, ACCESS AND MAINTENANCE ESMT
- SSE = SANITARY SEWER EASEMENT
- WE = WATER EASEMENT
- DE = DRAINAGE EASEMENT
- UE = UTILITY EASEMENT
- EHS = EROSION HAZARD SETBACK
- HOA = HOME OWNERS ASSOCIATION
- WSE = WATER SURFACE ELEVATION
- SWE = SIDEWALK EASEMENT
- IRF = IRON ROD FOUND
- <CM> = CONTROL MONUMENT
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
- = 1/2" IRON ROD FOUND W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA"
- ◇ = DENOTES STREET NAME CHANGE
- ▼ = DENOTES FRONT OF LOT

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS POINTE BUFFALO RIDGE, LLC, is the owner of a tract of land situated in the L.M. BOYD SURVEY, ABSTRACT NO. 48, Collin County, Texas, and being a portion of that tract of land conveyed to Pointe Buffalo Ridge, L.L.C., according to the document filed of record in Instrument Number 20160222000196050, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found for the southeast corner of said Pointe Buffalo Ridge, L.L.C. tract, said PK nail being the northeast corner of a tract of land conveyed to Central Frisco, Ltd. according to deed recorded in Instrument Number 20080306000268700, Official Public Records of Collin County, Texas, and being the approximate centerline intersection of County Road 97 and County Road 100;

THENCE South 88° 40' 21" West, departing the approximate centerline of said County Road 97 and with the south line of said Pointe Buffalo Ridge, L.L.C. tract, the north line of said Central Frisco, Ltd. tract, and the approximate centerline of said County Road 100, a distance of 974.22 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, from which the southwest corner of said Pointe Buffalo Ridge, L.L.C. tract bears South 88° 40' 21" West, 613.18 feet, and from said southwest corner a 3/8-inch iron rod found bears North 68°32'44" East, 0.17 feet;

THENCE departing the south line of said Pointe Buffalo Ridge, L.L.C. tract, the north line of said Central Frisco, Ltd. tract, and the approximate centerline of said County Road 100, the following course and distances:

North 01° 36' 59" West, a distance of 217.59 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 88° 23' 01" West, a distance of 18.75 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 01° 36' 59" West, a distance of 790.89 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 01° 02' 45" East, a distance of 50.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner at the beginning of a non-tangent curve to the left having a central angle of 01° 22' 35", a radius of 775.00 feet, and a chord bearing and distance of South 89° 38' 32" East, 18.62 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

With said non-tangent curve to the left, an arc length of 18.62 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 00° 19' 50" West, a distance of 133.69 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 89° 48' 58" West, a distance of 124.09 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 80° 06' 53" West, a distance of 68.69 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 74° 41' 31" West, a distance of 59.41 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 74° 41' 31" West, a distance of 86.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 65° 17' 59" West, a distance of 68.68 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 53° 09' 03" East, a distance of 253.26 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being in the west line of said Point Buffalo Ridge, L.L.C. tract, same being the east line of a tract of land conveyed to CR 100 Thirty-Three Partners, LP, according to deed recorded in Instrument Number 20150224000195720, Official Public Records of Collin County, Texas;

THENCE North 00° 45' 17" West, with the west line of said Pointe Buffalo Ridge, L.L.C. tract, and the east line of said CR 100 Thirty-Three Partners, LP, a distance of 381.54 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

THENCE over and across said POINT BUFFALO RIDGE, L.L.C. tract, the following courses and distances:

North 89° 14' 43" East, departing the west line of said Pointe Buffalo Ridge, L.L.C. tract and the east line of said CR 100 Thirty-Three Partners, LP, a distance of 20.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 45° 00' 09" East, a distance of 34.82 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 14' 43" East, a distance of 208.53 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 43° 07' 43" East, a distance of 57.16 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 32° 32' 51" East, a distance of 64.86 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 17° 53' 04" West, a distance of 118.84 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 72° 06' 56" East, a distance of 63.63 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a curve to the right having a central angle of 12° 33' 40", a radius of 325.00 feet, and a chord bearing and distance of North 78° 23' 46" East, 71.11 feet;

With said curve to the right an arc length of 71.25 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a curve to the right having a central angle of 94° 29' 35", a radius of 20.00 feet, and a chord bearing and distance of South 48° 04' 37" East, 29.37 feet;

With said curve to the right an arc length of 32.98 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 00° 49' 49" East, a distance of 30.88 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a non-tangent curve to the left having a central angle of 56° 43' 19", a radius of 50.00 feet, and a chord bearing and distance of South 07° 40' 43" West 47.50 feet;

With said curve to the left an arc length of 49.50 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 29° 20' 54" West, a distance of 140.08 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 51° 29' 42" East, a distance of 50.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 10' 11" East, a distance of 212.65 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 78° 34' 35" East, a distance of 56.95 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 83° 07' 26" East, a distance of 118.93 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 80° 24' 15" East, a distance of 108.55 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 10' 11" East, a distance of 60.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 67° 23' 19" East, a distance of 97.81 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 40° 36' 37" East, a distance of 93.17 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a non-tangent curve to the left having a central angle of 08° 04' 23", a radius of 375.00 feet, and a chord bearing and distance of South 24° 51' 09" West, 52.79 feet;

With said non-tangent curve to the left, an arc length of 52.84 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 20° 48' 58" West, a distance of 85.26 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 69° 11' 02" East, a distance of 50.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 69° 11' 02" East, a distance of 120.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 70° 51' 59" East, a distance of 49.17 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 68° 28' 41" East, a distance of 47.29 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 00° 05' 59" West, a distance of 108.44 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a non-tangent curve to the left having a central angle of 18° 06' 06", a radius of 275.00 feet, and a chord bearing and distance of North 81° 02' 56" East, 86.52 feet;

With said curve to the left, an arc length of 86.88 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a curve to the right having a central angle of 16° 23' 07", a radius of 275.00 feet, and a chord bearing and distance of North 80° 11' 27" East, 78.38 feet;

With said curve to the right, an arc length of 78.64 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 88° 23' 01" East, a distance of 65.67 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 43° 46' 36" East, a distance of 35.60 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 10' 11" East, a distance of 30.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner in the east line of said Pointe Buffalo Ridge, LLC tract, same being the approximate centerline of said County Road 97;

THENCE South 00° 49' 49" East, with the east line of said Pointe Buffalo Ridge, L.L.C. tract and the approximate centerline of said County Road 97, a distance of 952.16 feet to the POINT OF BEGINNING and containing 29.661 acres of land, more or less.

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	A	6004	0.14
2	A	6007	0.14
3	A	7207	0.17
4	A	6014	0.14
5	A	6011	0.14
6	A	7219	0.17
7	A	6006	0.14
8	A	6008	0.14
9	A	7213	0.17
10	A	6006	0.14
11	A	6007	0.14
12	A	7216	0.17
13	A	6015	0.14
14	A	6015	0.14
15	A	7226	0.17
16	A	7213	0.17

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
48	A	8520	0.20
49	A	7012	0.16
50	A	8549	0.20
51	A	7425	0.17
52	A	8380	0.19
53	A	5991	0.14
54	A	8345	0.19

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	A	104320	2.39
2X	A	219840	5.05
3X	A	2376	0.05
4X	H	33478	0.77

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	G	10499	0.24
2	G	7200	0.17
3	G	6000	0.14
4	G	7200	0.17
5	G	5999	0.14
6	G	7200	0.17
7	G	5999	0.14
8	G	7200	0.17
9	G	5999	0.14
10	G	7200	0.17
11	G	5999	0.14
12	G	8350	0.19
13	G	8350	0.19
14	G	5999	0.14
15	G	7200	0.17
16	G	5999	0.14
17	G	7200	0.17
18	G	5999	0.14
19	G	7200	0.17

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
20	G	5999	0.14
21	G	7200	0.17
22	G	6000	0.14
23	G	7200	0.17
24	G	5999	0.14
25	G	10314	0.24

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	H	7247	0.17
2	H	8386	0.19
3	H	6385	0.15
4	H	7387	0.17
5	H	6382	0.15
6	H	9539	0.22
7	H	14854	0.34
8	H	6000	0.14
9	H	7200	0.17
10	H	6000	0.14

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That POINTE BUFFALO RIDGE, LLC, acting herein by and through his/her(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as BUFFALO RIDGE PHASE TWO addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are, dedicated, for street purposes. The easements and public use areas, as shown, are, dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.

The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as show hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easments to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including but without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

This plat is hereby adopted by the Owners and approved by the City of Celina (Called 'City') subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: Lot 2X, Block A as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas

WITNESS, my hand this the ____ day of _____, 2017.

By: _____
POINTE BUFFALO RIDGE, LLC
NEAL HECKEL, President

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared NEAL HECKEL, President of POINTE BUFFALO RIDGE, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, John L. Melton, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED, VIEWED, OR RELIED UPON AS A FINAL SURVEY DOCUMENT" (RELEASE DATE: 02/24/2017)

Signature of the Registered Professional

Texas Registration No.

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared John L. Melton, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On:

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: _____
Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson
Date of Recommendation

APPROVED BY: _____
City Council
City of Celina, Texas

Signature of Mayor
Date of Approval

ATTEST:

City Secretary
Date

Property Location Statement	
This property is located in the corporate limits (or the extraterritorial jurisdiction) of the City of Celina, Collin County, Texas.	
_____ Signature of Mayor	_____ Date of Approval
ATTEST:	
_____ City Secretary	_____ Date

CITY FILE NUMBER: P-201704-01
29.661 ACRES

98 RESIDENTIAL LOTS
4 HOA LOTS
CONSTRUCTION PLAT
BUFFALO RIDGE
PHASE TWO

AN ADDITION TO THE CITY OF CELINA
L.M. BOYD SURVEY, ABSTRACT NO. 48
COLLIN COUNTY, TEXAS
AUGUST 2017

OWNER
POINTE BUFFALO RIDGE, LLC
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

DEVELOPER
POINTE LAND DEVELOPMENT
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: GABE NOVAK

DOCUMENT NUMBER



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: Stelzer Annexation

Action Requested:

Consider and act upon an ordinance annexing an approximate 15.471 acre tract of land and half of adjacent right-of-way situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas. The property is generally located north of Frontier Parkway to the west of the BNSF Railroad, and on the east side of Prairie Crossing. (Stelzer Annexation) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property:

~~Tuesday, July 11, 2017—City Council acts on a resolution to set the public hearing dates;~~
~~Tuesday, August 8, 2017—Two separate public hearings are held on the same night (Tuesday, August 8, 2017 at 5:00 p.m. and Tuesday, August 8, 2017 at 5:05 p.m.); and~~
 Tuesday, September 12, 2017 - City Council acts on an ordinance annexing the property

Board Review/Citizen Input:

Two separate public hearings were held on the same night (Tuesday, August 8, 2017 at 5:00 p.m., and Tuesday, August 8, 2017 at 5:05 p.m. No one spoke for or against the annexation.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

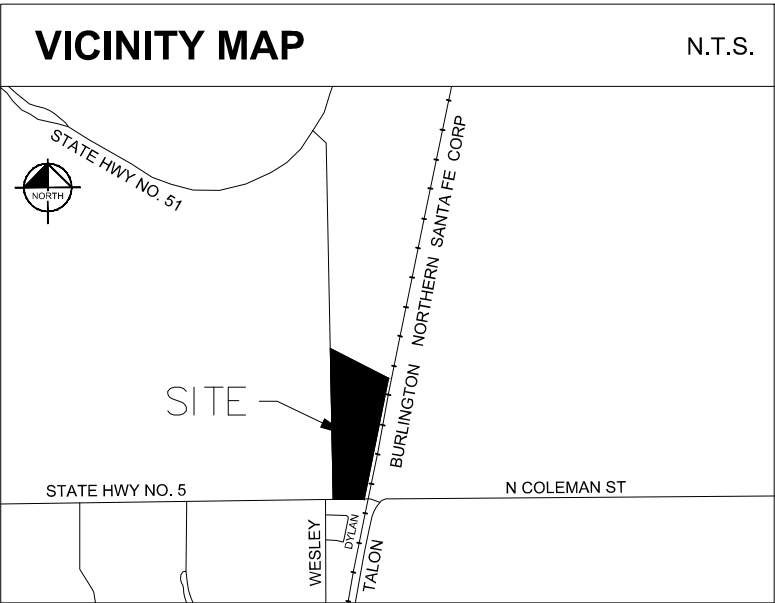
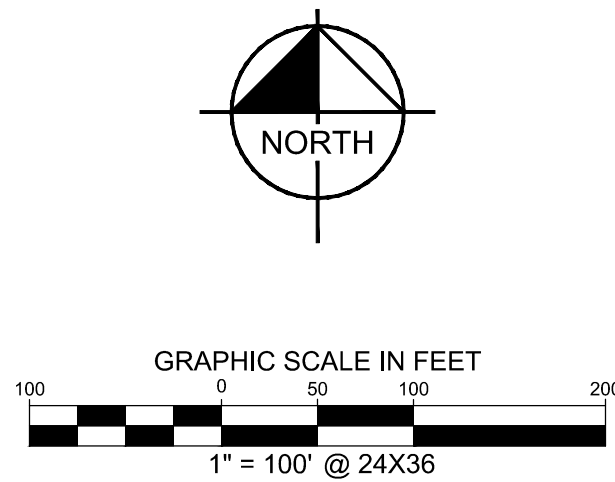
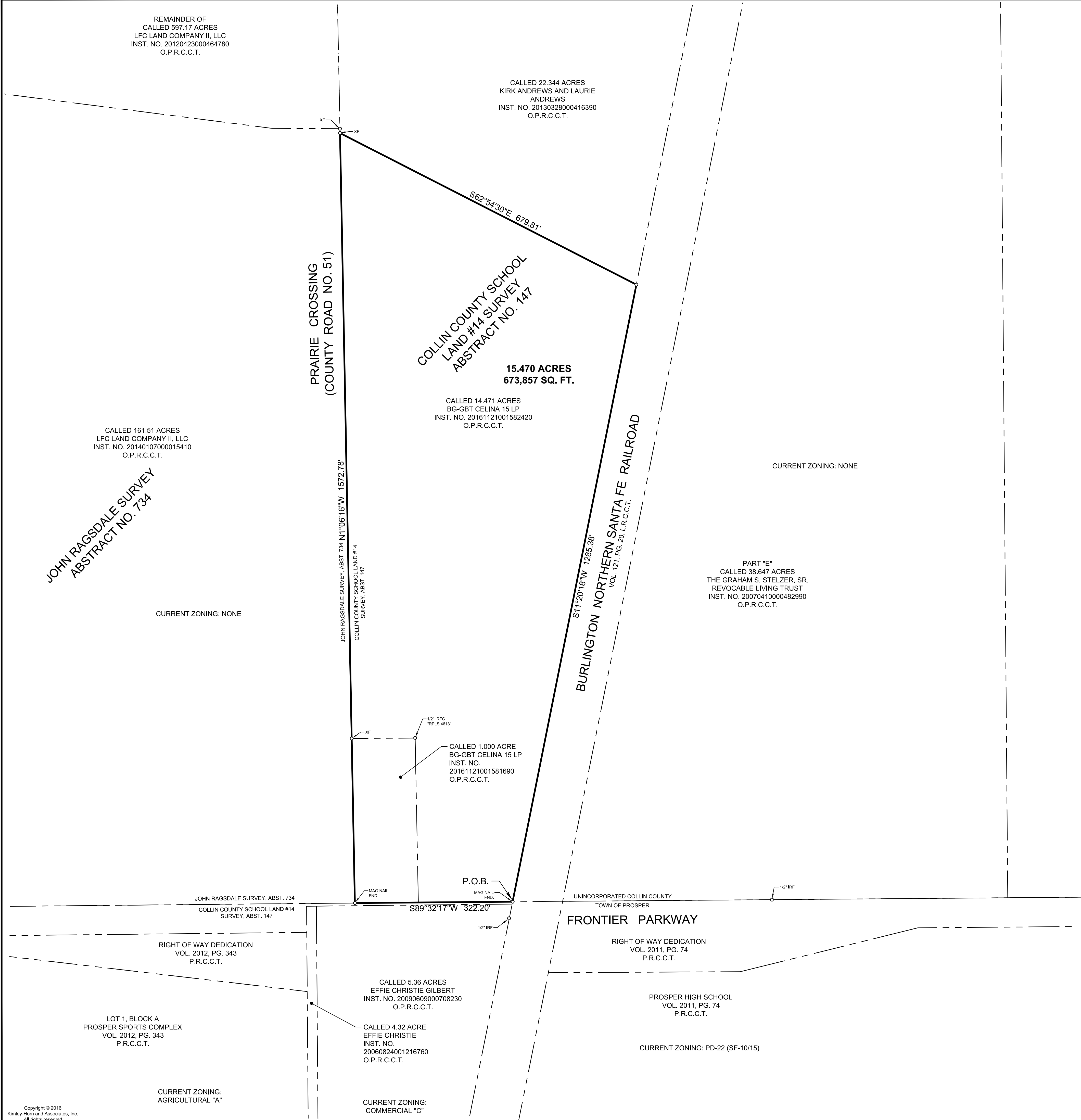
n/a

Supporting Documents:

Annexation Ordinance

Staff Recommendation:

Staff recommends approval as presented.



LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land #14 Survey, Abstract No. 167, Collin County, Texas and being all of a 14.471 acre tract as conveyed to BG-GBT Celina 15 LP and recorded in County Clerks No. 20161121001582420, Official Public Records of Collin County (O.P.R.C.C.T.), Texas, also being all of a 1,000 acre tract as conveyed to BG-GBT Celina 15 LP and recorded in Instrument No. 20161121001581690, Official Public Records of Collin County (O.P.R.C.C.T.), Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail found at the southeast corner of said 14.471 acre tract, said nail being in the west line of Burlington Northern Santa Fe Railroad Company tract as created in a deed recorded in Volume 121, Page 20, Land Records of Collin County, Texas, said nail also being in the approximate centerline of Frontier Parkway;

THENCE South 89°32'17" West, along the south line of said 14.471 acre tract, the south of said 1,000 acre tract and along the centerline of said Frontier Parkway, a distance of 322.20 feet to a mag nail found for the southwest corner of said 1,000 acre tract, also being the southeast corner of a called 161.51 acre tract conveyed to LFC Land Company II, LLC in Instrument No. 20140107000015410, O.P.R.C.C.T., same also being the intersection of the centerline of said Frontier Parkway with the centerline of Prairie Crossing (County Road No. 51);

THENCE North 01°06'16" West, along the west line of said 1,000 acre tract, and the west line of said 14.471 acre tract, and along the east line of said 161.51 acre tract, and along the centerline of said Prairie Crossing (County Road No. 51) a distance of 1572.78 feet to a "X" cut found for the northwest corner of said 14.471 acre tract, same being at the southwest corner of a called 22.334 acre tract conveyed to Kirk and Laurie Andrews as recorded in Instrument No. 20130328000416390, O.P.R.C.C.T.;

THENCE South 62°54'30" East, along the north line of said 14.471 acre tract and the south line of said 22.334 acre tract, a distance of 679.81 feet to the northeast corner of said 14.471 acre tract and the southeast corner of said 22.334 acre tract in the west line of aforesaid Burlington Northern Santa Fe Railroad Company tract;

THENCE South 11°20'18" West, along the west line of Burlington Northern Santa Fe Railroad Company tract and the east line of said 14.471 acre tract, a distance of 1285.38 feet to the **POINT OF BEGINNING** and containing 15,470 acres of land, more or less.

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

MICHAEL B. MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
5750 GENESIS COURT, SUITE 200
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/ICAP FOUND
FND = FOUND
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS
L.R.C.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS
F.L.U.P. = FUTURE LAND USE PLAN

ANNEXATION EXHIBIT

ZONING CASE #16-XXXX

Stelzer Tract

COLLIN COUNTY SCHOOL LAND # 14 SURVEY, ABSTRACT #147
AUGUST, 2016

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
5750 Genesis Court, Suite 200
Frisco, TX 75034
P (972) 335-3580
F (972) 335-3779
Contact: David Kochalka, P.E.

OWNER / APPLICANT:
GB-GBT Celina 15 LP
9550 John W. Elliott Drive, Suite 106
Frisco, Texas 75033
Contact:
Ph:

CITY OF CELINA, TEXAS

ORDINANCE NO. 2017-
STELZER ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT BEING A ±14.471 ACRE TRACT OF LAND AND ADJACENT RIGHT-OF-WAY SITUATED IN THE COLLIN COUNTY LAND SURVEY #14, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACTS ARE GENERALLY NORTH OF FRONTIER PARKWAY, WEST OF THE BNSF RAILROAD, AND EAST OF PRAIRIE CROSSING; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 8th day of August, 2017 and a second hearing also being held on the 8th day of August, 2017 in the Council Chambers located at 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 28th day of July, 2017 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; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined

and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found—and incorporates herein its finding—that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibit "A", and depicted in Exhibit "B" which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the

general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ___th day of September, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Stelzer annexation Exhibit (Stelzer Annexation)

Exhibit A

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land #14 Survey, Abstract No. 167, Collin County, Texas and being all of a 14,471 acre tract as conveyed to BG-GBT Celina 15 LP and recorded in County Clerks No. 20161121001582420, Official Public Records of Collin County (O.P.R.C.C.T.), Texas, also being all of a 1,000 acre tract as conveyed to BG-GBT Celina 15 LP and recorded in Instrument No. 20161121001581690, Official Public Records of Collin County (O.P.R.C.C.T.), Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail found at the southeast corner of said 14,471 acre tract, said nail being in the west line of Burlington Northern Santa Fe Railroad Company tract as created in a deed recorded in Volume 121, Page 20, Land Records of Collin County, Texas, said nail also being in the approximate centerline of Frontier Parkway;

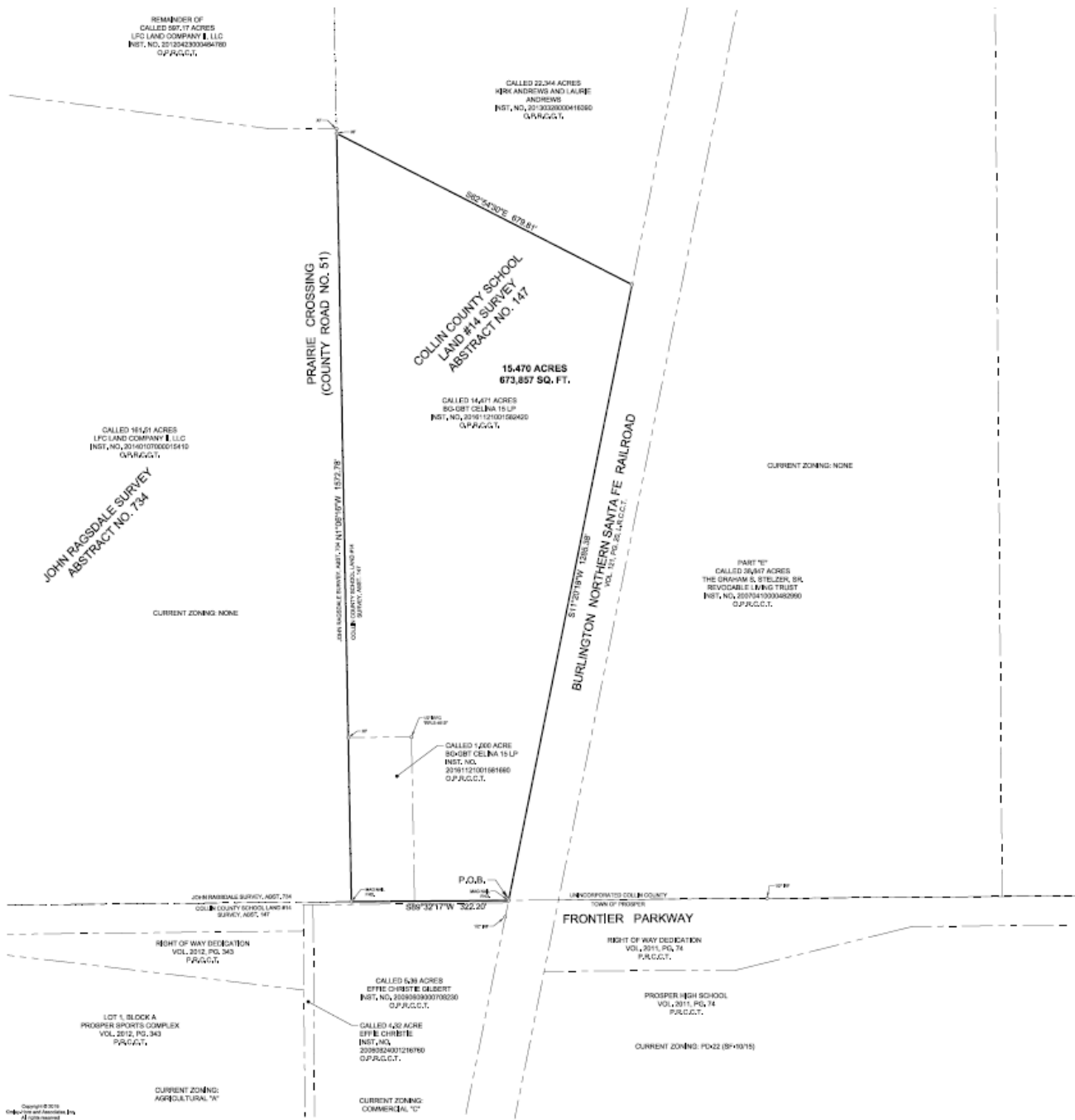
THENCE South 89°32'17" West, along the south line of said 14,471 acre tract, the south of said 1,000 acre tract and along the centerline of said Frontier Parkway, a distance of 322.20 feet to a mag nail found for the southwest corner of said 1,000 acre tract, also being the southeast corner of a called 161.51 acre tract conveyed to LFC Land Company II, LLC in Instrument No. 20140107000015410, O.P.R.C.C.T., same also being the intersection of the centerline of said Frontier Parkway with the centerline of Prairie Crossing (County Road No. 51);

THENCE North 01°06'16" West, along the west line of said 1,000 acre tract, and the west line of said 14,471 acre tract, and along the east line of said 161.51 acre tract, and along the centerline of said Prairie Crossing (County Road No. 51) a distance of 1572.78 feet to a "X" cut found for the northwest corner of said 14,471 acre tract, same being at the southwest corner of a called 22,334 acre tract conveyed to Kirk and Laurie Andrews as recorded in Instrument No. 20130328000416390, O.P.R.C.C.T.;

THENCE South 62°54'30" East, along the north line of said 14,471 acre tract and the south line of said 22,334 acre tract, a distance of 679.81 feet to the northeast corner of said 14,471 acre tract and the southeast corner of said 22,334 acre tract in the west line of aforesaid Burlington Northern Santa Fe Railroad Company tract;

THENCE South 11°20'18" West, along the west line of Burlington Northern Santa Fe Railroad Company tract and the east line of said 14,471 acre tract, a distance of 1285.38 feet to the **POINT OF BEGINNING** and containing 15.470 acres of land, more or less.

Exhibit “B”



Attachment: Stelzer annexation Exhibit (Stelzer Annexation)

Exhibit “C”**Service Plan****A) SERVICE PLAN GENERALLY**

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization

and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

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

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal

allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

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

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

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.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: McKinney Urban Transit District.

Action Requested:

Consider and act upon an interlocal agreement by and between the City of Celina, Texas and the City of McKinney, Texas regarding Celina's participation within the McKinney Urban Transit District. (Urban Transit District) (Liebman)

Background Information:

The City of Celina has been invited to participate in the McKinney Urban Transit District "MUTD" along with the municipalities of Melissa, Anna, Princeton and Lowry Crossing.

The District was created by McKinney to provide transportation services to senior citizens and the disabled. Previously Celina participated in similar programs when the program was serviced by the Texhoma Area Paratransit System "TAPS". However, unlike the "TAPS" service the services provided by the MUTD will initially be limited to residents 65 years in age or above and to those with a physical or mental handicap.

The MUTD board has adopted a hybrid plan which will incorporate both chartered vans and a taxi voucher service for residents. With the taxi voucher program eligible users will be able to purchase a taxi voucher for 25% of the voucher's value with a limit of \$400 per month, per user. For example, a user can purchase a \$400 voucher for \$100, or they can purchase a \$100 voucher for \$25. The number of vouchers issued is subject to state and local funding availability.

Funding from the district will come predominately from state and federal transportation grants with participating municipalities funding 15% of the operational costs. If Celina wishes to participate in the program it has been budgeted that our initial annual contribution, based on our current population, would be approximately \$3,000 and the City would receive approximately \$16,000 worth of ride services. Our yearly contribution is based on our current population relative to the population of the transit district as a whole.

Staff believes that given the small financial contribution needed Celina should participate in the program as it will provide the City with a level of influence and involvement with the district as it grows in the future.

Alternatives:

N/A

Financial Considerations:

The City's initial contribution is \$3,013 dollars per year.

Legal Review:

N/A

Supporting Documents:

- Proposed Agreement.

Staff Recommendation:

Staff recommends approval as presented.

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made by and between the City of McKinney, Texas (the “City”) and the City of Celina, Texas (the “District Member”) as a participating member of the McKinney Urban Transit District (“MUTD”).

PREAMBLE

WHEREAS, the MUTD was created pursuant to Chapter 458 of the Texas Transportation Code; and

WHEREAS, the City of Celina is a participating member of the MUTD; and

WHEREAS, the City is a home rule municipal corporation and District Member is a home rule municipal corporation; and

WHEREAS, the City is the most populous municipality in the McKinney Urbanized Area (“Area”) and has been designated a Designated Recipient by the Federal Transit Administration; and

WHEREAS, federal and state public transit funds may be used by the City to provide public transportation services with the MUTD; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act of 1971, as amended and codified in Chapter 791 of the Texas Government Code; and

THEREFORE, for and in consideration of the mutual agreements and covenants contained in this Agreement, it is agreed that:

SECTION I. EFFECTIVE DATE AND TERM

This Agreement shall take effect on the date of the final signature below and continue on an annual, automatically renewing basis, until terminated by either party upon ninety (90) days’ written notice to the other party; provided, however, that the obligations under this Agreement are contingent upon the City’s annual fiscal budget appropriation and the City’s or District’s receipt of federal, state or local funding to plan, operate and maintain a public transit system (“System”) within the Area.

SECTION II. FUNDING FOR SERVICES

1. By interlocal agreement, the MUTD has contracted with the City to be its direct grant administrator and has authorized the City to pursue, apply, and receive any federal and state grants on behalf of the MUTD.

2. The District Member shall provide \$3,013.00 in local share contribution for for the provision of transit service to residents residing in the District Member's geographical area for a period of one year.

3. It is understood that the District Member's contributions shall constitute a current expense during the respective fiscal year in which the contribution is made and shall not be considered or construed as debts of the District Member in contravention of a constitutional, statutory, or charter provision.

4. All City and District Member unused local share contributions shall carry forward to the next fiscal year and any future year fiscal obligation shall be offset by these funds. A statement of account will be provided to each District Member on a quarterly basis. Upon a projected shortfall of local share contributions, the District Member may choose to limit service within its geographic area or contribute additional local match funds to maintain service levels.

5. The City shall maintain complete and accurate financial records regarding the all funds received and disbursed under this Section II.

SECTION III. SYSTEM AND PROGRAM ADMINISTRATION

1. The City shall be solely responsible for the administration and operation of the System including the District's compliance, if any, with the obligations and responsibilities under any grants and accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, or the Texas Department of Transportation or any other entity.

2. The City shall have all powers necessary to administer the System including, but not limited to, the power to contract, to acquire and own real and personal property, and to accept and expend grant funds from governmental entities, federal and state agencies and individuals.

3. The City shall employ and supervise employees as it deems necessary for the operation of the System.

4. The City shall maintain accounting records that will track how funds are used to support the public transit service in the District Member's city limits. The District Member shall have the rights to inspect the financial records of the City with relation to the MUTD during regular business hours.

5. The City shall comply with the Texas Open Meetings and Public Information Act.

SECTION IV. TRANSPORTATION PROVIDER

1. At its sole discretion, the City shall contract with a transportation provider ("Provider") to provide transit services within the Area.

2. The City shall not be liable to any District Member for any failure, delay or interruption of service or for any failure or delay in the performance of any duties or obligations under this Agreement.

SECTION V. CAPTIONS

The captions used in this Agreement are for informational purposes only and shall not limit nor affect the terms and conditions of the paragraphs.

SECTION VI. SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any designated portion is declared invalid, such invalidity shall not affect any remaining portions of this Agreement.

SECTION VII. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas, and mandatory venue for any legal dispute under this Agreement is in Collin County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DISTRICT MEMBER:

CITY OF CELINA

By: _____

Date: _____

CITY:

CITY OF MCKINNEY

By:  _____

Date: 8/9/17



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Collin County Jail Services

Action Requested:

Consider and act upon an interlocal agreement by and between the City of Celina and Collin County for Jail Services. (Griggs)

Background Information:

This action extends the Jail Services Agreement 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:

Agreement

Staff Recommendation:

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2017, by and between the City of Celina ("City") and Collin County, a political subdivision of the State of Texas ("County").

Recitals

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperation Act., Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

Section 2. Term

2.1 Term

The term of this Agreement shall be for a period of one (1) year ending September 30, 2018 and may be renewed for an additional one (1) year term as agreed in writing by both parties.

2.2 Termination

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

Section 3. Services

3.1 Services to be Provided

The County agrees to provide the City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

3.2 Persons Accepted

- (1) The Collin County Sheriff's Office Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the

original warrant, a certified or facsimile copy of a valid arrest warrant, or if a Teletype Confirmation of the warrant is received by the Collin County Sheriff's Office.

- (2) The Collin County Sheriff's Office Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in our custody, if the warrant being executed by that officer is an original, certified, or facsimile copy, or Teletype Confirmation received by the jail staff.
- (3) The Collin County Sheriff's Office Detention Center will accept all on-view arrests of Class C violators.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against them pursuant to Tex. Code Crim. Proc. Art. 45.041. If that defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Collin County Sheriff's Office Detention Facility will accept such defendants on jail commitments if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with Tex. Code Crim. Proc. Art. 45.046, stating in part:
 - a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
 - b. "the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship."
 - c. In Texas S.B.1913 (2017), the legislature made small amendments to Article 45.046 of the Tex. Code of Criminal Procedure, which do not affect subsection (4)(b) of this agreement. If, however, other parts of S.B. 1913 affect the conditions on which the Collin County Sheriff's Office Detention Facility will accept a defendant convicted of a Class C misdemeanor, then the Sheriff will confer with the City and will inform it of any new conditions for the acceptance of such persons as inmates.

Section 4. Non-Exclusivity of Service Provision

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.1 Basic Charge

The City shall pay the County a Basic Charge of \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail.

5.2 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City's charges ("the City's

inmates”). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See* Sandra Bland Act, Texas S.B. 1849, 85th Reg. Sess., § 3.05 (to be codified at Texas Gov’t Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City’s inmates.

5.3 Billing

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

5.4 Cost of Additional Charges

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

5.5 Source of Payment

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

Section 6. Lawful Arrest and Detention

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.1 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.2 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

Section 8. Civil Liability

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The City shall defend the County with respect to all claims arising out of the County's performance under this agreement. The City will also hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

Section 9. Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

Section 10. Controlling Law

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

Section 11. Notices

11.1 Form of Notice

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

11.2 Addresses

All communications provided for in this Agreement shall be addressed as follows:

(a) if the County, to:

Keith Self, County Judge
Collin County Administration Bldg
2300 Bloomdale Road
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(b) if the City, to:

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
 Collin County Judge
 Collin County Administration Bldg.
 2300 Bloomdale Road
 McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, County and City shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by County and City within fifteen (15) days after written notice by one Party to the other demanding mediation under this section. The County and City shall share equally in the costs of the mediation. The purpose of this Section is to reasonably ensure that County and City shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process shall not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

Section 15. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce

Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"
Collin County, Texas

By: _____
Keith Self, County Judge

Date: _____

"City"
City of _____, Texas

By: _____

Date: _____



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Collin County Dispatch Services

Action Requested:

Consider and act upon an interlocal agreement by and between the City of Celina and Collin County for Dispatch Services. (Griggs)

Background Information:

This action extends the Dispatch Services Agreement 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:

Agreement

Staff Recommendation:

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2017, by and between the City of Celina (the “City”) and Collin County, a political subdivision of the State of Texas (the “County”).

RECITALS

1. The County, through the Sheriff’s Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term “Dispatch Services” means all services necessary for the Collin County Sheriff’s Office to receive calls for law enforcement service within the City’s jurisdiction and to dispatch the City’s law enforcement personnel in response to such calls.

HOSTING SERVICES. The term “Hosting Services” means the County will store the City’s data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2017, and shall continue in full force and effect through September 30, 2018.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 The County agrees to provide dispatch services through the Sheriff’s Office to the City in the same manner and under the same work schedule as such services

are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

3.06 VPN Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for the Virtual Private

Network (VPN) and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a VPN Agreement.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2018 in the amount of \$92,613.49 shall be paid by the City in quarterly installments of \$23,153.37 during the term hereof. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.

6.02 The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this

agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) If to the City, to:

(C) Collin County, Virtual Private Network (VPN) to:
 Information Technology Department
 2300 Bloomdale #3198
 McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
 Collin County Judge
 Collin County Administration Building
 2300 Bloomdale Rd. Suite 4192
 McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Rifle-Resistant Body Armor Grant Resolution

Action Requested:

Consider and act upon a resolution for the submission of a grant application to the Office of the Governor, Criminal Justice Division for the purchase of rifle-resistant body armor. (Griggs)

Background Information:

This action allows the police department to submit a grant application for the purchase of rifle-resistant body armor.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This grant does not require matching funds.

Legal Review:

N/A

Supporting Documents:

Resolution

Staff Recommendation:



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Interlocal Public Improvement District Collection Agreement

Action Requested:

Consider and act upon an interlocal agreement for public improvement assessment collection for Sutton Fields II Public Improvement District between the City of Celina and Denton County. (Toutounchian)

Background Information:

Pursuant to Chapter 372.0175 of the Texas Local Government Code, the City of Celina has the authority to contract with the County to perform duties of the City relating to collection of special assessments levied by the Districts.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Agreement

Staff Recommendation:

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

THIS AGREEMENT is made and entered into this _____ day of September, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **CITY OF CELINA**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created SUTTON FIELDS II, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2017. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2018.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2018. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2017 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2017 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2017, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed \$0.82 each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2017 assessment year.**

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82**.

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$0.82** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2018 deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-7 above shall be the total of:

\$0.82 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2017 **end of year assessment roll for assessment year 2016**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: Celina
Address: 142 N. Ohio Street
City, State, Zip: 75009
Telephone: 972-382-2682 **Email:** jtoutouchian@celina-tx.tov

XIII.

CITY/TOWN hereby designates Director of Finance to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 12 day of September 2017.

Attachment: Interlocal Agreement (2) (PID Collection Denton County)

COUNTY

Denton County
 110 West Hickory
 Denton, Texas 76201

BY: _____
 Honorable Mary Horn
 Denton County Judge

ATTEST:

BY: _____
 Juli Luke
 Denton County Clerk

APPROVED FORM AND CONTENT:

 Michelle French
 Denton County
 Tax Assessor/Collector

CITY/TOWN

Celina
 Address: 142 N. Ohio Street
 City, State, Zip: Celina, TX 75009

BY: _____
 Name: Sean Terry
 Title: Mayor

SIGN HERE

ATTEST:

BY: _____
 Name Vicki Faulkner
 Title City Secretary

SIGN HERE

APPROVED AS TO FORM:

 Name

Denton County Assistant District Attorney

Attachment: Interlocal Agreement (2) (PID Collection Denton County)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Interlocal Public Improvement District Collection Agreement

Action Requested:

Consider and act upon interlocal agreements for public improvement assessment collection for The Lakes at Mustang Ranch, Parks at Wilson Creek, Ownsby Farms, Creeks of Legacy, Glen Crossing, Wells North and Wells South Public Improvement Districts between the City of Celina and Collin County. (Toutounchian)

Background Information:

Pursuant to Chapter 372.0175 of the Texas Local Government Code, the City of Celina has the authority to contract with the County to perform duties of the City relating to collection of special assessments levied by the Districts.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Agreement

Staff Recommendation:

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2017 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for The Glen Crossing Public Improvement District; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code Ann. and the Inter-local Cooperation Act, Texas Rev. Civ. Stat. Ann. art 4413 (32c) the parties agree as follows:

SECTION 1 **DEFINITIONS**

- 1.01 *Tax Collection Services.* The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 **TERM**

- 2.01 *Term.* The term of this Agreement shall commence on the 1st day of October, 2017 and shall continue in full force and effect until September 30th, 2018. Thereafter, this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.
- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 **SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code. The county's delinquent tax attorney will represent the interests of the Assessment Entity.
- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 **PAYMENTS**

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars (\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement.
- If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.
- 4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.
- 4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for tax collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 **REMITTANCE OF COLLECTION**

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 **ADMINISTRATIVE PROVISIONS**

- 6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.
- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment, changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting as agent for the Assessment Entity in performing the services contemplated by this Agreement.

The Assessment Entity shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Assessment Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

.05 *Notices.*

- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:

(ii) *if to the County, to:*

County Judge
Keith Self
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O.Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

Title
Assessment Entity
Address
City, State and Zip Code

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.
- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Keith Self

By: _____

Title: County Judge of Collin County

Date: _____

Name of Entity

By: _____

Title:

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____

Attachment: Glen Crossing PID Contract (PID Collection Collin County)

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2017 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for The Creeks of Legacy Public Improvement District; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code Ann. and the Inter-local Cooperation Act, Texas Rev. Civ. Stat. Ann. art 4413 (32c) the parties agree as follows:

SECTION 1 **DEFINITIONS**

- 1.01 *Tax Collection Services.* The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 **TERM**

- 2.01 *Term.* The term of this Agreement shall commence on the 1st day of October, 2017 and shall continue in full force and effect until September 30th, 2018. Thereafter, this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.
- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 **SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code. The county's delinquent tax attorney will represent the interests of the Assessment Entity.
- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 PAYMENTS

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars (\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement. If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.
- 4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.
- 4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for tax collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 REMITTANCE OF COLLECTION

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 ADMINISTRATIVE PROVISIONS

- 6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.
- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment, changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting as agent for the Assessment Entity in performing the services contemplated by this Agreement.

The Assessment Entity shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Assessment Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

.05 *Notices.*

- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:

(ii) *if to the County, to:*

County Judge
Keith Self
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O.Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

Title
Assessment Entity
Address
City, State and Zip Code

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.
- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Keith Self

By: _____

Title: County Judge of Collin County

Date: _____

Name of Entity

By: _____

Title:

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____

Attachment: The Creeks of Legacy PID Contract (PID Collection Collin County)

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2017 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for The Ownsby Farms Public Improvement District; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code Ann. and the Inter-local Cooperation Act, Texas Rev. Civ. Stat. Ann. art 4413 (32c) the parties agree as follows:

SECTION 1 **DEFINITIONS**

- 1.01 *Tax Collection Services.* The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 **TERM**

- 2.01 *Term.* The term of this Agreement shall commence on the 1st day of October, 2017 and shall continue in full force and effect until September 30th, 2018. Thereafter, this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.
- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 **SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code. The county's delinquent tax attorney will represent the interests of the Assessment Entity.
- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 **PAYMENTS**

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars (\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement.
- If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.
- 4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.
- 4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for tax collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 **REMITTANCE OF COLLECTION**

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 ADMINISTRATIVE PROVISIONS

- 6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.
- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment, changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting as agent for the Assessment Entity in performing the services contemplated by this Agreement.

The Assessment Entity shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Assessment Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

.05 *Notices.*

- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:

(ii) *if to the County, to:*

County Judge
Keith Self
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O.Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

Title
Assessment Entity
Address
City, State and Zip Code

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.
- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Keith Self

By: _____

Title: County Judge of Collin County

Date: _____

Name of Entity

By: _____

Title:

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____

Attachment: The Ownsby Farms PID Contract (PID Collection Collin County)

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2017 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for Wells South Public Improvement District; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code Ann. and the Inter-local Cooperation Act, Texas Rev. Civ. Stat. Ann. art 4413 (32c) the parties agree as follows:

SECTION 1 **DEFINITIONS**

- 1.01 *Tax Collection Services.* The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 **TERM**

- 2.01 *Term.* The term of this Agreement shall commence on the 1st day of October, 2017 and shall continue in full force and effect until September 30th, 2018. Thereafter, this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.
- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 **SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code. The county's delinquent tax attorney will represent the interests of the Assessment Entity.
- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 PAYMENTS

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars (\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement.
- If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.
- 4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.
- 4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for tax collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 REMITTANCE OF COLLECTION

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 ADMINISTRATIVE PROVISIONS

- 6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.
- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment, changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting as agent for the Assessment Entity in performing the services contemplated by this Agreement.

The Assessment Entity shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Assessment Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

.05 *Notices.*

- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:

(ii) *if to the County, to:*

County Judge
Keith Self
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O.Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

Title
Assessment Entity
Address
City, State and Zip Code

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.
- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Keith Self

By: _____

Title: County Judge of Collin County

Date: _____

Name of Entity

By: _____

Title:

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____

Attachment: The Wells South PID Contract (PID Collection Collin County)

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2017 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for Wells North Public Improvement District; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code Ann. and the Inter-local Cooperation Act, Texas Rev. Civ. Stat. Ann. art 4413 (32c) the parties agree as follows:

SECTION 1 **DEFINITIONS**

- 1.01 *Tax Collection Services.* The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 **TERM**

- 2.01 *Term.* The term of this Agreement shall commence on the 1st day of October, 2017 and shall continue in full force and effect until September 30th, 2018. Thereafter, this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.
- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 **SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code. The county's delinquent tax attorney will represent the interests of the Assessment Entity.
- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 PAYMENTS

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars (\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement.
- If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.
- 4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.
- 4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for tax collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 REMITTANCE OF COLLECTION

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 ADMINISTRATIVE PROVISIONS

- 6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.
- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment, changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting as agent for the Assessment Entity in performing the services contemplated by this Agreement.

The Assessment Entity shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Assessment Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

.05 *Notices.*

- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:

(ii) *if to the County, to:*

County Judge
Keith Self
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O.Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

Title
Assessment Entity
Address
City, State and Zip Code

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.
- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Keith Self

By: _____

Title: County Judge of Collin County

Date: _____

Name of Entity

By: _____

Title:

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____

Attachment: The Wells North PID Contract (PID Collection Collin County)

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2017 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for The Parks At Wilson Creek Public Improvement District; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code Ann. and the Inter-local Cooperation Act, Texas Rev. Civ. Stat. Ann. art 4413 (32c) the parties agree as follows:

SECTION 1 **DEFINITIONS**

- 1.01 *Tax Collection Services.* The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 **TERM**

- 2.01 *Term.* The term of this Agreement shall commence on the 1st day of October, 2017 and shall continue in full force and effect until September 30th, 2018. Thereafter, this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.
- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 **SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code. The county's delinquent tax attorney will represent the interests of the Assessment Entity.
- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 **PAYMENTS**

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars (\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement.
- If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.
- 4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.
- 4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for tax collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 **REMITTANCE OF COLLECTION**

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 ADMINISTRATIVE PROVISIONS

- 6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.
- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics.

SECTION 7 **CORRECTED BILLING SERVICES**

In the event that the Assessment Entity's fixed rate assessment, changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 **REFUNDS**

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting as agent for the Assessment Entity in performing the services contemplated by this Agreement.

The Assessment Entity shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Assessment Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

.05 *Notices.*

- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:

(ii) *if to the County, to:*

County Judge
Keith Self
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O.Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

Title
Assessment Entity
Address
City, State and Zip Code

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

- 9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.
- 9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.
- 9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.
- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Keith Self

By: _____

Title: County Judge of Collin County

Date: _____

Name of Entity

By: _____

Title:

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____

Attachment: The Parks at Wilson Creek PID Contract (PID Collection Collin County)

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2017 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for The Lakes at Mustang Ranch Public Improvement District; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code Ann. and the Inter-local Cooperation Act, Texas Rev. Civ. Stat. Ann. art 4413 (32c) the parties agree as follows:

SECTION 1 **DEFINITIONS**

- 1.01 *Tax Collection Services.* The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 **TERM**

- 2.01 *Term.* The term of this Agreement shall commence on the 1st day of October, 2017 and shall continue in full force and effect until September 30th, 2018. Thereafter, this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.
- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 **SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code. The county's delinquent tax attorney will represent the interests of the Assessment Entity.
- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 **PAYMENTS**

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars (\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement.
- If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.
- 4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.
- 4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for tax collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 **REMITTANCE OF COLLECTION**

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 **ADMINISTRATIVE PROVISIONS**

- 6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.
- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment, changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting as agent for the Assessment Entity in performing the services contemplated by this Agreement.

The Assessment Entity shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Assessment Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

.05 *Notices.*

- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:

(ii) *if to the County, to:*

County Judge
Keith Self
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O.Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

Title
Assessment Entity
Address
City, State and Zip Code

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

- 9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.
- 9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.
- 9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.
- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Keith Self

By: _____

Title: County Judge of Collin County

Date: _____

Name of Entity

By: _____

Title:

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____

Attachment: The Lakes at Mustang Ranch PID Contract (PID Collection Collin County)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Annual Service Plan Updates-Wells North, Sutton Fields II, Glen Crossing, Creeks of Legacy, Ownsby Farms, Parks at Wilson Creek and Lakes at Mustang Ranch Public Improvement Districts

Action Requested:

Consider and act upon ordinances of the City Council of the City of Celina, Texas, approving the Annual Service Plan updates, the Service and Assessment Plan and Assessment Rolls for public improvements for the Wells North, Sutton Fields II, Lakes at Mustang Ranch, Parks at Wilson Creek, Ownsby Farms, Creeks of Legacy, and Glen Crossing Public Improvement Districts in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance and Annual SAP update

Staff Recommendation:

GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

September 12, 2017

Attachment: Glen Crossing - SAP Update - 2017-18 (Annual Service Plan Updates)

**GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS**

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The G Bar 7 Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on April 12, 2016 to finance certain public improvement projects for the benefit of the property in the PID. On June 14, 2016, the City passed and approved Resolution No. 2016-31R changing the name of the PID to the Glen Crossing Public Improvement District. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Glen Crossing Public Improvement District Phase #1 Project) (the “Phase #1A Bonds”) in the aggregate principal amount of \$3,550,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the Phase #1 Reimbursement Agreement in the aggregate principal amount of \$2,175,000 are secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2017-18 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2017-18.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The current total estimated costs of the Authorized Improvements (including costs related to the issuance of the Phase #1A Bonds) is equal to \$6,845,468, which remain the same as shown in the Service and Assessment Plan.

As shown by Table A on the following page, the PID has incurred indebtedness in the total amount of \$5,725,000 in the form of the Phase #1A Bonds and the Phase #1 Reimbursement Agreement, which are to be repaid from Assessments.

Table A
Sources and Uses of Funds

Sources of Funds	Authorized Improvements (PID)	Other Improvements (Non-PID)	Total Amounts
Bond par amount	\$3,550,000	\$0	\$3,550,000
PID Reimbursement Agreement	\$2,175,000	\$0	\$2,175,000
<i>Subtotal</i>	<i>\$5,725,000</i>	<i>\$0</i>	<i>\$5,725,000</i>
Other funding sources - Phase #1 Improvements	\$1,120,468	\$0	\$1,120,468
Total Sources for Phase #1 Improvements	\$6,845,468	\$0	\$6,845,468
Other funding sources - City Improvements	\$0	\$1,482,648	\$1,482,648
Other funding sources – Private Improvements and Ag reserve	\$0	\$1,271,213	\$1,271,213
Total Sources	\$6,845,468	\$2,753,861	\$9,599,329
Uses of Funds			
Authorized Improvements - Phase #1 Improvements			
Road improvements	\$1,501,138	\$0	\$1,501,138
Water distribution system improvements	\$572,950	\$0	\$572,950
Sanitary sewer improvements	\$691,366	\$0	\$691,366
Storm drainage improvements	\$1,377,040	\$0	\$1,377,040
Parks and open space improvements	\$512,950	\$0	\$512,950
Other soft and miscellaneous costs	\$1,303,524	\$0	\$1,303,524
<i>Subtotal</i>	<i>\$5,958,968</i>	<i>\$0</i>	<i>\$5,958,968</i>
City Improvements			
Road improvements	\$0	\$160,000	\$160,000
Water distribution system improvements	\$0	\$280,060	\$280,060
Sanitary sewer improvements	\$0	\$753,258	\$753,258
Other soft and miscellaneous costs	\$0	\$289,330	\$289,330
<i>Subtotal</i>	<i>\$0</i>	<i>\$1,482,648</i>	<i>\$1,482,648</i>
Private Improvements			
City debt issuance fee	\$0	\$226,850	\$226,850
NonBQ fee	\$0	\$40,310	\$40,310
Other private improvements	\$0	\$999,053	\$999,053
<i>Subtotal</i>	<i>\$0</i>	<i>\$1,266,213</i>	<i>\$1,266,213</i>
Costs of issuance			
Capitalized interest	\$181,785	\$0	\$181,785
Reserve fund	\$237,195	\$0	\$237,195
Ag exemption foreclosure reserve	\$0	\$5,000	\$5,000
PID establishment/ operation and other costs of issuance	\$361,020	\$0	\$361,020
Underwriter's discount	\$106,500	\$0	\$106,500
<i>Subtotal</i>	<i>\$886,500</i>	<i>\$5,000</i>	<i>\$891,500</i>
Total Uses	\$6,845,468	\$2,753,861	\$9,599,329

Attachment: Glen Crossing - SAP Update - 2017-18 (Annual Service Plan Updates)

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The projected Annual Installments over a five-year period is shown by Table B below.

Table B
Authorized Improvements
PID Sources and Uses of Funds
2017 – 2021

Year	Annual Projected Cost	Annual Projected Indebtedness (Phase #1A Bonds and Phase #1 Reimbursement Agreement)	Sources other than Phase #1A Bonds and Phase #1 Reimbursement Agreement	Projected Annual Installments
2016-17	\$6,845,468	\$5,725,000	\$1,120,468	\$0
2017-18	\$0	\$0	\$0	\$391,221
2018-19	\$0	\$0	\$0	\$389,298
2019-20	\$0	\$0	\$0	\$431,512
2018-21	\$0	\$0	\$0	\$427,551
2021-22	\$0	\$0	\$0	\$428,035
Total	\$6,845,468	\$5,725,000	\$1,120,468	\$2,067,616

Debt Service and Collection Costs

Phase #1 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds and/or execution of the Phase #1 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #1A Bonds commencing with the issuance of the Phase #1A Bonds. The effective interest rate on the Phase #1A Bonds is 4.84 percent and the interest rate applicable to the Phase #1 Reimbursement Agreement is 4.25 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1A Bonds (4.84%) plus an additional interest of one-half of one percent (to be used for funding the Prepayment Reserve and Delinquency Reserve) are used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2017 and will be delinquent on February 1, 2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2017 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on

a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as the Tax Increment Reinvestment Zone No. 6. (the "TIRZ No. 6") incremental taxes available to the PID (the TIRZ Annual Credit Amount), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1A Bonds and Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phase #1 Annual Installments to be collected for 2017-18

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2017-18 as shown by Table C on the following page.

Table C
Budget for the Phase #1 Annual Installments
To be collected for 2017-18

	<u>Phase #1A</u>	<u>Phase #1</u>	
	<u>Bonds</u>	<u>Reimbursement</u>	<u>Total</u>
		<u>Agreement</u>	
Interest payment on March 1, 2018	\$94,758	\$46,219	\$140,976
Interest payment on September 1, 2018	\$94,758	\$46,219	\$140,976
Principal payment on September 1, 2018	\$65,000	\$0	\$65,000
<i>Subtotal debt service</i>	<i>\$254,515</i>	<i>\$92,438</i>	<i>\$346,953</i>
Administrative Expenses	\$32,474	\$11,794	\$44,268
Subtotal Expenses	\$286,989	\$104,232	\$391,221
Available TIRZ Annual Credit Amount	\$0	\$0	\$0
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$0	\$0	\$0
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$0	\$0	\$0
Annual Installments	\$286,989	\$104,232	\$391,221

As shown in Table C above, the total Annual Installment for 2017-18 is equal to \$391,221. The total debt service payments on the Phase #1A Bonds and the Phase #1 Reimbursement Agreement and the Administrative Expenses for 2017-18 are shown as \$346,953 and \$44,268, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1A Bonds and the Phase #1 Reimbursement Agreement, to fund the prepayment reserve and delinquency reserve described in Section V, and to cover Administrative Expenses of Phase #1.

TIRZ No. 6 was created in 2016 and the calendar year 2016 City ad valorem taxes paid are used as the tax increment base year amount. As a result, there is no TIRZ Annual Credit Amount to be used as a credit for 2017-18.

According to the Service and Assessment Plan, 159 units representing 143.33 total Equivalent Units are estimated to be built within Phase #1 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$2,420.60 (i.e. $\$346,953 \div 143.33 = \$2,420.60$) and the Administrative Expenses to be collected from each Equivalent Unit will be \$308.85 (i.e. $\$44,268 \div 143.33 = \308.85). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #1 will be \$2,729.45 (i.e. $\$2,420.60 + \$308.85 = \$2,729.45$). The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$2,729.45 by the total estimated Equivalent Units for each Parcel in Phase #1.

The list of parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2017-18 are shown in the assessment roll summary attached hereto as Appendix A-2.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement Costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by 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.F of the Service and Assessment Plan.

The summary Assessment Roll is shown in Appendix A-2. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

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

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

According to the Developer and the Collin Central Appraisal District records, there have been no parcel subdivisions to be included in this Annual Service Plan Update.

The full list of all Parcels within Phase #1 after the Parcel subdivisions, the Phase #1 Assessments reallocated to each Parcel

There have been no Assessment prepayments as of August 31, 2017.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: Glen Crossing - SAP Update - 2017-18 (Annual Service Plan Updates)

Appendix A-2
Phase #1 Assessment Roll Summary – 2017-18

Parcel	Estimated No. of units	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	Annual Installment
2739465	159	143.33	\$5,725,000	\$346,952.50	\$44,268.00	\$391,220.50
Total	159	143.33	\$5,725,000	\$346,952.50	\$44,268.00	\$391,220.50

Attachment: Glen Crossing - SAP Update - 2017-18 (Annual Service Plan Updates)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

September 6, 2017

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Lakes at Mustang Ranch Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on March 10, 2008 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project) (the “Phase #1 Bonds”) in the aggregate principal amount of \$9,000,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phases #2-9 Major Improvement Project) (the “Phases #2-9 Bonds”) in the aggregate principal amount of \$13,150,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the Phases #2-9 Reimbursement Agreement in the aggregate principal amount of \$5,000,000 and a prorated share of the City Contributed Major Improvements in the total amount of \$3,730,000 are secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for ~~2016~~2017-18 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for ~~2016~~2017-18.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The current total estimated costs of the Major Improvements is equal to \$18,150,000, the total estimated cost of the Phase #1 Improvements Costs (including the proportional share of the Major Improvement Costs) is equal to \$10,897,224, and the current prorated share of the total estimated costs of the City Contributed Major Improvements allocable to the PID is equal to \$3,730,000, which ~~remain the same as the budget estimates included in the original Service and Assessment Plan are anticipated to be updated as part of the final debt obligation issuance for such improvements.~~

As shown by Table A below, the PID has incurred indebtedness in the total amount of \$32,777,224 in the form of the Bonds, reimbursement agreements and City Contributed Major Improvements, which are to be repaid from Assessments.

Table A
Sources and Uses of Funds
Public Improvements

Sources of Funds	Phases# 2-9 Major Improvement Area Bonds	Phases #2 - 9 Future Phases Major Improvements	Phase #1 Bonds	City Contributed Major Improvements	Total
Estimated Bond par amount	\$13,150,000	\$5,000,000	\$9,000,000	\$0	\$27,150,000
City Contribution	\$0	\$0	\$0	\$3,730,000	\$3,730,000
Developer Contribution	\$0	\$0	\$1,897,224	\$0	\$1,897,224
Total Sources	\$13,150,000	\$5,000,000	\$10,897,224	\$3,730,000	\$32,777,224
Uses of Funds					
<u>Major Improvements</u>					
Road improvements	\$6,315,471	\$2,105,628	\$1,945,169	\$0	\$10,366,268
Water distribution system improvements	\$468,504	\$277,719	\$172,368	\$1,595,538	\$2,574,129
Sanitary sewer improvements	\$859,158	\$482,585	\$309,926	\$1,603,141	\$3,254,810
Storm drainage improvements	\$712,550	\$724,465	\$331,933	\$0	\$1,768,948
Other soft and miscellaneous costs	\$222,589	\$124,446	\$80,161	\$531,321	\$958,517
Subtotal	\$8,578,271	\$3,714,843	\$2,839,556	\$3,730,000	\$18,862,670
<u>Phase 1 Improvements</u>					
Road improvements	\$0	\$0	\$3,088,351	\$0	\$3,088,351
Water distribution system improvements	\$0	\$0	\$914,569	\$0	\$914,569
Sanitary sewer improvements	\$0	\$0	\$780,469	\$0	\$780,469
Storm drainage improvements	\$0	\$0	\$1,142,382	\$0	\$1,142,382
Other soft and miscellaneous costs	\$0	\$0	\$432,000	\$0	\$432,000
Subtotal	\$0	\$0	\$6,357,771	\$0	\$6,357,771
Estimated Bond issue costs	\$4,571,729	\$1,285,157	\$1,699,897	\$0	\$7,556,783
Total Uses	\$13,150,000	\$5,000,000	\$10,897,224	\$3,730,000	\$32,777,224

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The ~~anticipated budget for the Authorized Improvements projected Annual; Installments over a five year period of five years and the indebtedness expected to be incurred for these costs~~ is shown by Table B on the following page.

Attachment: LAMR PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

Table B
Authorized Improvements
PID Sources and Uses of Funds
~~2015–2019~~
2017 – 2021

Year	Annual Projected Cost Annual Installments	Annual Projected Indebtedness	Sources other than PID Bonds
2015	\$23,484,069	\$22,445,000	\$1,039,069
2016	\$2,275,000 Phase #1	\$2,275,000 Phase #2	\$0 Phase s#2-9 MIA
2017	\$1,160,000 800,526	\$1,160,000 0	\$0 1,817,406
2018	\$0 805,382	\$0 585,796	\$0 1,991,265
2019	\$5,858,155 794,052	\$5,000,000 582,721	\$858,155 1,859,265
-2020	\$32,777,224 807,614	\$30,880,000 579,209	\$1,897,224 833,408
2021	\$818,644	\$425,259	\$1,837,965
Total	<u>\$4,026,218</u>	<u>\$2,172,984</u>	<u>\$9,339,309</u>

Debt Service and Collection Costs

Phase #1 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phase #1 Bonds is 5.6465 percent for ~~2016-17~~ 2017-18. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1 Bonds (5.6465%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. In addition, the total ~~2016-17~~ 2017-18 debt service interest amount applicable to the City Contributed Major Improvements proportionally allocated to the PID is \$~~114,686~~ 223,597, as provided by the City. The prorated share of Phase #1 is equal to \$~~21,520~~ (\$114,686/42,091) (\$223,597 × 18.76% = \$21,520/81% = \$42,091). These payments, the “Annual Installments” of the Assessments, shall be billed by the City in ~~2016~~ 2017 and will be delinquent on February 1, ~~2017~~ 2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for ~~2016~~ 2017 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and

Assessment Plan and Bond Ordinance, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and the applicable Trust Indenture.

Phase #1 Annual Installments to be collected for ~~2016~~2017-18

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for ~~2016~~2017-18 as shown by Table C below.

Table C
Budget for the Phase #1 Annual Installments
To be collected for ~~2016~~2017-18

	<u>Phase #1</u> <u>Bonds</u>	<u>City</u> <u>Contributed</u> <u>Major</u> <u>Improvements¹</u>	<u>Phase #1</u> <u>Bonds</u>
Interest payment on March 1, 2017 2018	\$276,46927 1,328	\$10,862692	\$287,33128
Interest payment on September 1, 2017 2018	\$276,46927 1,328	\$10,658692	\$287,12728
Principal payment on September 1, 2017 2018	\$175200,00 0	\$020,707	\$175,00022
<i>Subtotal debt service on bonds</i>	\$727,93874 2,656	\$21,52042,091	\$749,45878
Administrative Expenses	\$15,06914,9 32	\$445846	\$15,514778
Subtotal Expenses	\$743,00675 7,588	\$21,96642,938	\$764,97280 0,526
Available reserve fund income	\$0	0	\$0
Available capitalized interest account	\$0	0	\$0
Available Administrative Expense account	\$0	0	\$0
<u>City Contributed Grant Amount</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal funds available	\$0	\$0	\$0
Annual Installments	\$743,00675 7,588	\$21,96642,938	\$764,97280 0,526

2 – The interest and principal due on the City Contributed Major Improvements is \$~~114,686~~223,598, as provided by the City. 18.7481% of this prorated amount is allocated to the Phase #1 based on the ratio of total Equivalent Units in the PID.

As shown in Table C above, the total Annual Installment for ~~2016~~2017-18 is equal to \$~~764,972~~800,526. The total debt service payments on the Phase #1 Bonds, the City Contributed Major Improvements and the Administrative Expenses for ~~2016~~2017 are shown as \$~~727,938~~, \$~~21,520~~742,656, \$42,091 and \$15,514778, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, and to cover Administrative Expenses of Phase #1.

According to the Service and Assessment Plan, ~~334~~335 units representing ~~209.97~~210.80 total Equivalent Units are estimated to be built within Phase #1 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$~~3,569.36~~722.71 (i.e. ~~\$749,458 ÷ 209.97~~\$784,748 ÷ 210.80 = \$~~3,569.36~~722.71) and the Administrative Expenses to be collected from each Equivalent Unit will be \$~~73.89~~74.85 (i.e. ~~\$15,514 ÷ 209.97 = \$73.89~~778 ÷ 210.80 = \$74.85). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #1 will be \$~~3,643.24~~797.56 (i.e. ~~\$3,569.36 + \$73.89~~722.71 + \$74.85 = \$~~3,643.24~~797.56). The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$~~3,643.24~~797.56 by the total estimated Equivalent Units for each Parcel in Phase #1.

The list of parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for ~~2016~~2017-18 are shown in the Phase #1 Assessment Roll summary attached hereto as Appendix A-2.

Phases #2-9 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds and/or execution of the Phases #2-9 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phases #2-9 Major Improvement Bonds is ~~6.05~~06 percent and the interest rate applicable to the Phase #2-9 Reimbursement Agreement is 9.43 percent per annum for ~~2016-17~~2017-18. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phases #2-9 Bonds (~~6.05~~06%) plus an additional interest of one-half of one percent and the effective interest rate on the Phases #2-9 Reimbursement Agreement (9.43%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. In addition, the total ~~2016-17~~2017-18 debt service interest amount applicable to the City Contributed Major Improvements proportionally allocated to the PID is \$~~114,686~~223,598, as provided by the City. The prorated share of Phases #2-9 is equal to \$~~93,166~~

~~(\$114,686,181,506 (\$223,598 × 81.24% = \$93,166,181% = \$181,506)~~. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in ~~2016~~2017 and will be delinquent on February 1, ~~2017~~2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for ~~2016~~2017-18 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phases #2-9 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phases #2-9 Annual Installments to be collected for ~~2016~~2017-18

The budget for Phases #2-9 of the PID will be paid from the collection of Annual Installments collected for ~~2016~~2017-18 as shown by Table D.

Table D
Budget for the Phases #2-9 Annual Installments
To be collected for ~~2016~~2017-18

	<u>Phases #2-9</u> <u>Bonds</u>	<u>Phases #2-9</u> <u>Reimbursement</u> <u>Agreement¹</u>	<u>City</u> <u>Contributed</u> <u>Major</u> <u>Improvements²</u>	<u>Total</u>
Interest payment on March 1, 2017 2018	\$430,438,422, 188	\$248,250,243,943	\$47,025,46,107	\$725,713,71 2,237
Interest payment on September 1, 2017 2018	\$430,438,422, 188	\$248,250,243,943	\$46,141,107	\$724,828,71 2,237
Principal payment on September 1, 2017 2018	\$275,000	\$84,000	\$089,293	\$359,000,4 8,293
<i>Subtotal debt service on bonds</i>	\$1,135,875,11 9,375	\$580,500,571,885	\$93,166,181,506	\$1,809,541,8 72,767
Annual collection costs	\$22,858,200	\$11,682,342	\$1,8753,529	\$36,414,37,0 72
Subtotal Expenses	\$1,158,733,14 1,575	\$592,182,583,228	\$95,041,185,035	\$1,845,955,9 09,838
Available reserve fund income	\$0	\$0	\$0	\$0
Available capitalized interest account	\$330,6740	\$0	\$0	\$330,6740

Available Administrative Expense	\$0	\$0	\$092,432	\$092,432
accountCity Contributed Grant Amount				
	\$330,6740	\$0	\$092,432	\$330,67492
Subtotal funds available				432
	\$828,0581,14	\$592,182583,228	\$95,04192,603	\$1,515,2818
Annual Installments	1,575			17,406

1 – The interest due on the Phases #2-9 Reimbursement Agreement amount of \$5,000,000 is calculated using the effective interest rate of 9.93% described above).

2 – The interest due on the City Contributed Major Improvements is \$114,686223,598, as provided by the City. 81.2418% of this prorated amount is allocated to the Phase #2-9 Major Improvement Area based on the ratio of total Equivalent Units in the PID.

As shown in Table D above, the total Annual Installment for ~~2016~~2017-18 is equal to \$1,515,281817,406. The aggregate debt service payments on the Phases #2-9 Bonds, the Phases #2-9 Reimbursement Agreement and the City Contributed Major Improvements ~~as well as the Administrative Expenses for 2016 are shown as \$1,478,867 (\$1,809,541 – \$330,674) and \$36,414, respectively. (net of City Contributed Grant Amount) as well as the Administrative Expenses for 2017-18 are shown as \$1,780,334 (\$1,872,767 - \$92,432) and \$37,072, respectively. According to the Collin County tax collection records, the total 2016 city ad valorem taxes paid was \$83,979 and the additional City roll back taxes paid in 2017 were \$8,453, resulting in a total City ad valorem tax collection of \$92,432. According to the SAP, such City ad valorem taxes collected from Parcels in the PID and the Parks PID shall be applied as City Contributed Grant Amount first on a Parcel-by-Parcel basis and then pooled for multiple Parcels owned by the same ownership group to be applied on a pro-rata basis. The City Contributed Grant Amount was collected entirely from the single Parcel (Parcel 2635984) within Phases #2-9 and will be used to offset the 2017-18 Phases #2-9 Annual Installments to be collected from such Parcel.~~

According to the Service and Assessment Plan, 1,465 units representing 909.01 total Equivalent Units are estimated to be built within Phases #2-9 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,626.90958.54 (i.e. \$1,478,867780,334 ÷ 909.01 = \$1,626.90958.54) and the Administrative Expenses to be collected from each Equivalent Unit will be \$40.0678 (i.e. \$36,41437,072 ÷ 909.01 = \$40.0678). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phases #2-9 will be \$1,666.96999.32 (i.e. \$1,626.90958.54 + \$40.0678 = \$1,666.96999.32). The Annual Installment to be collected from each Parcel within Phases #2-9 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$1,666.96999.32 by the total estimated Equivalent Units for each Parcel in Phases #2-9.

The list of parcels within Phases #2-9 of the PID, the estimated number of units to be developed on the current residential parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for ~~2016~~2017-18 are shown in the Phases #2-9 Assessment Roll summary attached hereto as Appendix A-3.

Phases #2 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. According to the Service and Assessment Plan, as updated for Phase #2, the collection of the first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall commence upon: (A) satisfaction

of the requirements of Section 13.2(c) of the Trust Indenture relating to the Phases #2 – 9 Major Improvement Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) the 1st day of the first full month immediately following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more Phase #2 Bonds, or (iii) the two year anniversary of the levy of Assessments on the Phase #2 Assessed Property. Such first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall be due by January 31st of the following calendar year. The above-mentioned conditions haven't been satisfied as of August 31, 2017. As a result, there are no Phase #2 Annual Installments to be collected for 2017-18.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

(i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by 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.H of this Service and Assessment Plan.

The Phase #1 and Phases #2-9 summary Assessment Rolls are shown in Appendix A-2 and A-3, respectively. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

- C = the estimated Equivalent Units to be built on each newly subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

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

According to the Developer, ~~there and the City, 335 residential Parcels~~ have been ~~no parcel subdivisions in the PID~~ subdivided within Phase #1 from Parcel 2635984 that are applicable for the Annual Installments to be collected in ~~2016~~2017-18.

The total outstanding Phase #1 Assessment on Parcel 2635984 and the total Equivalent Units were \$9,524,913 and 210.80, respectively, prior to the reallocation of the Phase #1 Assessments to the newly subdivided Parcels. The outstanding Phase #1 Assessments on Parcel 2635984 are reallocated to the newly subdivided Parcels as shown in Table E on the following page using the reallocation formula described above.

Table E
Reallocation of Phase #1 Assessments after subdivision

<u>Parcel</u>	<u>No. of Units</u>	<u>Lot Type</u>	<u>Equivalent Unit Factor</u>	<u>Total Equivalent Units</u>	<u>Assessment per unit</u>	<u>Total Assessments</u>
<u>Various</u>	<u>18</u>	<u>Lot Type 1 (One-acre Lot)</u>	<u>1.00</u>	<u>18.00</u>	<u>\$45,184.60</u>	<u>\$813,322.74</u>
<u>Various</u>	<u>48</u>	<u>Lot Type 3 (86' Lot)</u>	<u>0.83</u>	<u>39.84</u>	<u>\$37,503.22</u>	<u>\$1,800,154.34</u>
<u>Various</u>	<u>56</u>	<u>Lot Type 4 (74' Lot)</u>	<u>0.72</u>	<u>40.32</u>	<u>\$32,532.91</u>	<u>\$1,821,842.94</u>
<u>Various</u>	<u>104</u>	<u>Lot Type 5 (60' Lot)</u>	<u>0.58</u>	<u>60.32</u>	<u>\$26,207.07</u>	<u>\$2,725,534.88</u>
<u>Various</u>	<u>109</u>	<u>Lot Type 6 (50' Lot)</u>	<u>0.48</u>	<u>52.32</u>	<u>\$21,688.61</u>	<u>\$2,364,058.10</u>
<u>Total</u>	<u>335</u>			<u>210.8</u>		<u>\$9,524,913.00</u>

There have been no Assessment prepayments as of August 31, ~~2016~~2017.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: LAMR PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

Appendix A-2
Phase #1 Assessment Roll Summary – ~~2016~~2017-18

Attachment: LAMR PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

Appendix A-3
Phases #2-9 Assessment Roll Summary – ~~2016~~2017-18

Attachment: LAMR PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

September 12, 2017

Attachment: Ownsby PID - SAP Update - 2017-18 (Annual Service Plan Updates)

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Ownsby Farms Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on May 12, 2015 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project) (the “Phase #1A Bonds”) in the aggregate principal amount of \$4,465,000 and the City of Celina, Texas Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phases #2 Major Improvement Project) (the “Phases #2 Bonds”) in the aggregate principal amount of \$1,765,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the PID Reimbursement Agreement in the aggregate principal amount of \$1,256,000 are secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2017-18 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2017-18.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The current total estimated costs of the Major Improvements is equal to \$7,127,956 and the total estimated cost of the Phase #1 Improvements Costs (including the proportional share of the Major Improvement Costs) is equal to \$8,826,663, which remain the same as the budget estimates included in the original Service and Assessment Plan. According to the Developer, there have been no budget line item amount revisions for the Authorized Improvements reported by the Developer and therefore no changes for the Annual Service Plan Update.

As shown by Table A on the following page, the PID has incurred indebtedness in the total amount of \$16,931,545 in the form of the Bonds and other repayment sources, which are to be repaid from assessments.

Table A
Sources and Uses of Funds - Public Improvements

Sources of Funds	Authorized Improvements (Phase #1)	Authorized Improvements (Phase #2)	Other Improvements (Non-PID)	Total Amounts
Bond par amount	\$4,465,000	\$1,765,000	\$0	\$6,230,000
PID Reimbursement Agreement	\$1,256,000	\$0	\$0	\$1,256,000
<i>Subtotal</i>	<i>\$5,721,000</i>	<i>\$1,765,000</i>	<i>\$0</i>	<i>\$7,486,000</i>
Other funding sources - Authorized Improvements	\$2,907,598	\$457,725	\$0	\$3,365,322
Total Sources for Phase #1 Improvements	\$8,628,598	\$2,222,725	\$0	\$10,851,322
Other funding sources – Private Improvements and Agricultural redemption reserve	\$0	\$0	\$6,080,223	\$6,080,223
Total Sources	\$8,628,598	\$2,222,725	\$6,080,223	\$16,931,545
Uses of Funds				
Authorized Improvements - Phase #1 Improvements				
See Table III-B for details	\$5,220,970	\$0	\$0	\$5,220,970
<i>Subtotal</i>	<i>\$5,220,970</i>	<i>\$0</i>	<i>\$0</i>	<i>\$5,220,970</i>
City Improvements				
See Table III-A for details ¹	0	\$0	\$0	\$0
<i>Subtotal</i>	<i>\$746,268</i>	<i>\$607,934</i>	<i>\$0</i>	<i>\$1,354,202</i>
Other Major Improvements				
See Table III-A for details ¹	0	\$0	\$0	\$0
<i>Subtotal</i>	<i>\$1,240,736</i>	<i>\$1,010,746</i>	<i>\$0</i>	<i>\$2,251,482</i>
Private Improvements				
City debt issuance fee	\$0	\$0	\$241,800	\$241,800
NonBQ fee	\$0	\$0	\$162,857	\$162,857
Development Agreement fees and Developer issuance costs	\$173,779	\$72,542	\$0	\$246,321
Other private improvements	\$0	\$0	\$5,665,566	\$5,547,709
<i>Subtotal</i>	<i>\$173,779</i>	<i>\$72,542</i>	<i>\$6,070,223</i>	<i>\$6,316,544</i>
Costs of issuance				
Capitalized interest	\$425,742	\$171,469	\$0	\$597,211
Reserve fund	\$348,456	\$142,794	\$0	\$491,250
Ag exemption foreclosure reserve	\$0	\$0	\$10,000	\$10,000
PID establishment/ operation and other costs of issuance	\$318,844	\$156,442	\$0	\$475,286
Underwriter's discount	\$153,802	\$60,798	\$0	\$214,600
<i>Subtotal</i>	<i>\$1,246,844</i>	<i>\$531,502</i>	<i>\$10,000</i>	<i>\$1,788,347</i>
Total Uses	\$8,628,598	\$2,222,725	\$6,080,223	\$16,931,545

Attachment: Ownsby PID - SAP Update - 2017-18 (Annual Service Plan Updates)

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B below.

Table B
Annual Projected Costs and Annual Projected Indebtedness (2017-2022)

Year	Annual Projected Cost	Annual Projected Indebtedness (Phase #1A Bonds, PID Reimbursement Agreement and	Sources other than Phase #1A Bonds, PID Reimbursement Agreement and Phase #2 Major Improvement	Phase #1 Projected Annual Installments	Phase #2 Projected Annual Installments
2017	\$10,851,322	\$7,486,000	\$3,365,322	\$0	\$0
2018	\$0	\$0	\$0	\$116,405	\$33,825
2019	\$0	\$0	\$0	\$471,036	\$148,143
2020	\$0	\$0	\$0	\$471,810	\$148,768
2021				\$472,284	\$179,404
2022	\$0	\$0	\$0	\$472,459	\$178,066
Total	\$10,851,322	\$7,486,000	\$3,365,322	\$2,003,994	\$688,206

Debt Service and Collection Costs

Phase #1A - Annual Installments – 2017-18

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds and/or execution of the Phase #1 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phase #1A Bonds is 6.01 percent and the interest rate applicable to the PID Reimbursement Agreement is 5.5 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1A Bonds (6.01%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2017 and will be delinquent on February 1, 2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2017-18 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual

Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as the Tax Increment Reinvestment Zone No. 7. (the “TIRZ”) incremental taxes available to the PID (the TIRZ Annual Credit Amount), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1A Bonds and Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phase #1 Annual Installments to be collected for 2017-18

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2017-18 as shown by Table C below.

Table C
Budget for the Phase #1 Annual Installments
To be collected for 2017-18

	<u>Phase #1A</u> <u>Bonds</u>	<u>Phase #1</u> <u>Reimbursement</u> <u>Agreement</u>	<u>Total</u>
Interest payment on March 1, 2018	\$145,372	\$34,540	\$179,912
Interest payment on September 1, 2018	\$145,372	\$34,540	\$179,912
Principal payment on September 1, 2018	\$0	\$0	\$0
Subtotal debt service on bonds	\$290,744	\$69,080	\$359,824
Annual collection costs	\$20,200	\$4,800	\$25,000
Subtotal expenses	\$310,944	\$73,880	\$384,824
Available TIRZ Annual Credit Amount	\$0	\$0	\$0
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$268,419	\$0	\$268,419
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$268,419	\$0	\$268,419
Annual Installments	\$42,525	\$73,880	\$116,405

As shown in Table C above, the total Annual Installment for 2017-18 is equal to \$116,405. The total debt service payments on the Phase #1A Bonds and the PID Reimbursement Agreement and the Administrative Expenses for 2017-18 are shown as \$91,405 (\$359,824 - \$268,419) and \$25,000, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1A Bonds, (ii) principal and interest required by the PID Reimbursement Agreement, (iii) to fund the prepayment reserve, (iv) delinquency reserve, and (v) to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described in the Service and Assessment Plan., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2016 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2017). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

TIRZ No. 7 was created in 2016 and the calendar year 2016 City ad valorem taxes paid are used as the tax increment base year amount. As a result, there is no TIRZ Annual Credit Amount to be used as a credit for 2017-18.

According to the Service and Assessment Plan, 205 units representing 182.00 total Equivalent Units are estimated to be built within Phase #1 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$502.23 (i.e. $\$91,405 \div 182.00 = \502.23) and the Administrative Expenses to be collected from each Equivalent Unit will be \$137.36 (i.e. $\$25,000 \div 182.00 = \137.36). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #1 will be \$639.59 (i.e. $\$502.23 + \$137.36 = \$639.59$). The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$639.59 by the total estimated Equivalent Units for each Parcel in Phase #1.

The list of parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2017-18 are shown in the assessment roll summary attached hereto as Appendix A-2.

Phase #2 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phase #2 Bonds is 6.13 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #2 Bonds (6.13%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2017 and will be delinquent on February 1, 2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2017-18 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture, such as TIRZ Annual Credit Amount, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #2 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phase #2 Annual Installments to be collected for 2017-18

The budget for Phase #1A of the PID will be paid from the collection of Annual Installments collected for 2017-18 as shown by Table D on the following page.

Table D
Budget for the Phase #2 Annual Installments
To be collected for 2017-18

	<u>Total</u>
Interest payment on March 1, 2018	\$58,466
Interest payment on September 1, 2018	\$58,466
Principal payment on September 1, 2018	\$0
Subtotal debt service on bonds	\$116,931
Annual collection costs	\$25,000
Subtotal expenses	\$141,931
Available TIRZ Annual Credit Amount	\$0
Available reserve fund income	\$0
Available capitalized interest account	\$108,106
Available Administrative Expense account	\$0
Subtotal funds available	\$108,106
Annual Installments	\$33,825

As shown in Table D above, the total Annual Installment for 2017-18 is equal to \$33,825. The total debt service payments on the Phase #1 Bonds and the Administrative Expenses for 2017-18 are shown as \$8,825 (\$116,931 - \$108,106) and \$25,000, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Bonds, (ii) to fund the prepayment reserve, (iii) delinquency reserve, and (iv) to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described above, TIRZ No. 7 was created in 2016 and the calendar year 2016 City ad valorem taxes paid are used as the tax increment base year amount. As a result, there is no TIRZ Annual Credit Amount to be used as a credit for 2017-18.

According to the Service and Assessment Plan, 167 units representing 145.83 total Equivalent Units are estimated to be built within Phase #2 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$60.51 (i.e. $\$8,825 \div 145.83 = \60.51) and the Administrative Expenses to be collected from each Equivalent Unit will be \$171.43 (i.e. $\$25,000 \div 145.83 = \171.43). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #2 will be \$231.94 (i.e. $\$60.51 + \$171.43 = \$231.94$). The Annual Installment to be collected from each Parcel within Phase #2 is calculated by multiplying the Annual

Installment for each Equivalent Unit of \$231.94 by the total estimated Equivalent Units for each Parcel in Phase #2.

The list of parcels within Phase #2 of the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2017-18 are shown in the assessment roll summary attached hereto as Appendix A-3.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

(i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by 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.H of this Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-2 and A-3. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

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

According to the Developer and the City, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in 2017.

There have been no Assessment prepayments as of August 31, 2017.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: Ownsby PID - SAP Update - 2017-18 (Annual Service Plan Updates)

Appendix A-2
Phase #1 Assessment Roll Summary – 2017-18

Parcel	Estimated No. of units	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Annual Credit Amount	Annual Installment
962872	28	26.17	\$822,525	\$13,141.56	\$3,594.32	\$0.00	\$16,735.88
962907	12	12.00	\$377,209	\$6,026.70	\$1,648.35	\$0.00	\$7,675.05
962916	88	77.50	\$2,436,140	\$38,922.46	\$10,645.60	\$0.00	\$49,568.06
2717764	77	66.33	\$2,085,126	\$33,314.28	\$9,111.72	\$0.00	\$42,426.00
Total	205	182.00	\$5,721,000	\$91,405.00	\$25,000.00	\$0.00	\$116,405.00

Attachment: Ownsby PID - SAP Update - 2017-18 (Annual Service Plan Updates)

Appendix A-3
Phase #2 Assessment Roll Summary – 2017-18

Parcel	Estimated No. of units	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Annual Credit Amount	Annual Installment
962872	8	6.67	\$80,686	\$403.43	\$1,142.86	\$0.00	\$1,546.29
962916	96	80.67	\$976,297	\$4,881.49	\$13,828.57	\$0.00	\$18,710.06
2717764	63	58.50	\$708,017	\$3,540.09	\$10,028.57	\$0.00	\$13,568.66
Total	167	145.83	\$1,765,000	\$8,825.00	\$25,000.00	\$0.00	\$33,825.00

Attachment: Ownsby PID - SAP Update - 2017-18 (Annual Service Plan Updates)

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

September 6, 2017

Attachment: Wells North PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Wells North Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on February 9, 2016 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) (the “NIA #1 Bonds”) in the aggregate principal amount of \$6,425,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) (the “MIA Bonds”) in the aggregate principal amount of \$3,235,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 20162017 (the “Annual Service Plan Update”). Capitalized terms not otherwise defined in this Annual Service Plan Update shall have the meanings assigned to them in the Service and Assessment Plan.

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each Parcel of Assessed Property within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 20162017.

B. Update of the Service Plan

Annual Budget for the Authorized Improvements

The original total estimated costs of the Neighborhood Improvement Area #1 (“NIA #1”) Authorized Improvements (including the proportional share of the Major Improvement Costs and bond issuance costs) was equal to \$8,209,506 and the original total estimated costs of the Major Improvement Area (“MIA”) Authorized Improvements (including the bond issuance costs) was equal to \$3,454,050. According to the Developer quarterly disclosure reports, there have been ~~no~~ changes ~~in these to the~~ original estimates ~~to be included for the Authorized Improvements as shown in Table A below, resulting in this Annual Service Plan Update.~~ \$8,280,075 in NIA #1 Authorized Improvements (including the proportional share of the Major Improvement Costs and bond issuance costs) and

\$4,992,410 in MIA Authorized Improvements (including the bond issuance costs). According to the Developer quarterly disclosures, the cost overages are being funded entirely by the Developer.

As shown in Table A, the PID has incurred indebtedness in the total amounts of \$3,235,000 and \$6,425,000 in the form of the MIA Bonds and NIA #1 Bonds, respectively, which are to be repaid from Special Assessments.

Table A
Sources and Uses of Funds
Authorized Improvements

<u>Sources of Funds:</u>	<u>MIA Bonds</u>	<u>NIA #1 Bonds</u>
Gross Bond Amount	\$3,235,000	\$6,425,000
Development Agreement Contributions	\$219,050	\$365,950
Owner contribution	<u>\$01,538,360</u>	<u>\$1,418,556489,125</u>
Total sources of funds	<u>\$3,454,0504,992,410</u>	<u>\$8,209,506280,075</u>
<u>Uses of Funds:</u>		
Authorized Improvements	<u>\$2,303,0003,841,360</u>	<u>\$6,423,000493,569</u>
Development Agreement Contributions		
City regional park improvements	\$219,050	\$365,950
Costs of issuing the MIA Bonds and NIA #1 Bonds		
Deposit to capitalized interest fund	\$403,901	\$440,494
Deposit to debt service reserve fund	\$230,663	\$447,313
Bond issue costs including underwriter's costs	\$297,436	\$532,750
<i>Subtotal: Costs of issuing the North Improvement Area Bonds</i>	<i>\$932,000</i>	<i>\$1,420,556</i>
Total uses of funds	<u>\$3,454,0504,992,410</u>	<u>\$8,209,506280,075</u>

A service plan must cover a period of five years. The Authorized Improvements for the MIA are expected to be built within a period of five years. The projected Annual Installments for the MIA over a period of five years is shown in Table B.

Table B
Projected Annual Installments – MIA
2015/16 – ~~2020/21~~2021/22

Period Beginning Number 0	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment	Annual Payment
16	\$0	\$62,576	\$0	\$0	\$0	\$0	(\$62,576)		
17	\$0	\$170,663	\$30,600	\$6,470	\$9,705	\$0	(\$170,663)		\$4
18	\$0	\$170,663	\$31,212 23,712	\$6,470	\$9,705	\$0	(\$170,663)	\$4	873
19	\$60,000	\$170,663	\$31,836	\$6,470	\$9,705	\$0	\$0		\$27
20	\$60,000	\$167,888	\$32,473	\$6,350	\$9,525	\$0	\$0		\$27
21	\$65,000	\$165,113	\$33,122	\$6,230	\$9,345	\$0	\$0		\$27
22	\$65,000	\$162,106	\$33,785	\$6,100	\$9,150	\$0	\$0		\$27
Total	\$185 250,000	\$907,566 1,069,672	\$159,243 185,528	\$31,990 38,090	\$47,985 57,135	\$0	(\$403,902)	\$927,5	1,19

A service plan must cover a period of five years. The Authorized Improvements for the NIA #1 are expected to be built within a period of five years. The projected Annual Installments for the NIA #1 over a period of five years is shown in Table C.

Table C
Projected Annual Installments – NIA #1
2015/16 – ~~2020/21~~2021/22

Period Beginning Number	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment	Annual Payment
5	\$0	\$118,181	\$0	\$0	\$0	\$0	(\$118,181)		
7	\$0	\$322,313	\$30,600	\$12,850	\$19,275	\$0	(\$322,313)		\$
8	\$100,000	\$322,313	\$31,212 23,712	\$12,850	\$19,275	\$0	\$0	\$4	50
9	\$100,000	\$317,938	\$31,836	\$12,650	\$18,975	\$0	\$0		\$4
0	\$125,000	\$313,563	\$32,473	\$12,450	\$18,675	\$0	\$0		\$3
1	\$125,000	\$308,094	\$33,122	\$12,200	\$18,300	\$0	\$0		\$4
2	\$125,000	\$302,625	\$33,785	\$11,950	\$17,925	\$0	\$0		\$4
1	\$450 75,000	\$1,702,402 2,005,027	\$159,243 185,528	\$63,000 74,950	\$94,500 112,425	\$0	(\$440,494)	\$2,0	51

Debt Service and Collection Costs

NIA #1 - Annual Installments

The Special Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Special Assessment shall be payable in thirty-one annual installments of principal and interest beginning with the tax year following the issuance of the NIA #1 Bonds.

Pursuant to the Service and Assessment Plan, each Special Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 5.02 percent per annum for ~~2017~~2018. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (5.02%) plus an additional interest of one-half of one percent are used to calculate the interests on the Special Assessments. These payments, the “Annual Installments” of the Special Assessments, shall be billed by the City in ~~2016~~2017 and will be delinquent on February 1, ~~2017~~2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Special Assessments, the Annual Installment due for ~~2016~~2017 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the NIA #1 Special Assessments on a Parcel to the total amount of NIA #1 Special Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

NIA #1 Annual Installments to be collected for ~~2016~~2017-18

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for ~~2016~~2017-18 as shown by Table D.

Table D
Budget for the NIA #1 Annual Installments
To be collected for ~~2016~~2017-18

	<u>NIA #1 Bonds</u>
Interest payment on March 1, 2017 2018	\$161,157
Interest payment on September 1, 2017 2018	\$161,157
Principal payment on September 1, 2017 2018	\$0 100,000
Subtotal debt service on bonds	\$322 422,313
Administrative expenses	\$30,600 23,712
Excess interest for prepayment and delinquency reserves	\$32,125
Subtotal Expenses	\$385,038 478,150
Available reserve fund income	\$0
Available capitalized interest account	\$322,313 0
Available Administrative Expense account	\$0
Subtotal funds available	\$322,313 0
Annual Installments	\$62,725478,150

As shown in Table D above, the total Annual Installment for ~~2016~~2017 is equal to ~~\$62,725~~478,150. The total debt service payments on the NIA #1 Bonds ~~(net of available capitalized interest)~~, the Administrative Expenses and excess interest for prepayment and delinquency reserves to be collected for ~~2016~~2017 are shown as ~~\$0~~ ~~(~~\$322~~422,313—~~\$322,313~~ = \$0)~~, ~~30,600~~, ~~\$23,712~~ and \$32,125, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the prepayment reserve and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of NIA #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there ~~are~~were no Owner Association (HOA) Properties ~~for~~ ~~2016~~as of January 1, 2017. As a result, the Annual Installment for ~~2016~~2017 will only be collected from the Assessed Property within NIA #1 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIA #1 is determined using the percentage of Special Assessments for each Parcel excluding the HOA as shown in Table E.

Table E
Allocation of Annual Installment to NIA #1 Parcels for ~~2016~~2017-18

Parcel	PID Special Assessments	Percentage of Special Assessments¹	20162017-18 Annual Installments
992448	\$4,767,958	74.96%	\$47,018.07 358,416.74
2738451	\$1,592,792	25.04%	\$15,706.93 119,733.26
HOA	\$64,250	0.00%	\$0.00
Total	\$6,425,000	100.00%	\$62,725478,150.00

1 – the percentages are calculated excluding the HOA property.

The list of parcels within NIA #1 of the PID, the NIA #1 Special Assessments on each Parcel, the percentages calculated as shown in Table E above and the Annual Installment to be collected for ~~2016~~2017 are shown in the NIA #1 Assessment Roll summary attached hereto as Appendix A-1.

MIA - Annual Installments

The Special Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Special Assessment shall be payable in thirty-one annual installments of principal and interest beginning with the tax year following the issuance of the MIA Bonds.

Pursuant to the Service and Assessment Plan, each Special Assessment shall bear interest at the rate on the MIA Bonds commencing with the issuance of the MIA Bonds. The effective interest rate on the MIA Bonds is 5.28 percent per annum for ~~2017~~2018. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess Interest Rate) paid on the debt. Accordingly, the effective interest rate on the MIA Bonds (5.28%) plus an additional interest of one-half of one percent are used to calculate the interests on the Special Assessments. These payments, the “Annual Installments” of the Special Assessments, shall be billed by the City in ~~2016~~2017 and will be delinquent on February 1, ~~2017~~2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Special Assessments, the Annual Installment due for ~~2016~~2017 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the MIA Special Assessments on a Parcel to the total amount of MIA Special Assessments in the MIA of PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the MIA Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

MIA Annual Installments to be collected for ~~2016~~2017-18

The budget for MIA of the PID will be paid from the collection of Annual Installments collected for ~~2016~~2017-18 as shown by Table F.

Table F
Budget for the MIA Annual Installments
To be collected for ~~2016~~2017-18

	<u>MIA Bonds</u>
Interest payment on March 1, 2017 2018	\$85,331
Interest payment on September 1, 2017 2018	\$85,331
Principal payment on September 1, 2017 2018	\$0
Subtotal debt service on bonds	\$170,663
Administrative expenses	\$30,600 23,712
Excess interest for prepayment and delinquency reserves	\$16,175
Subtotal Expenses	\$217,438 210,550
Available reserve fund income	\$0
Available capitalized interest account	\$170,663
Available Administrative Expense account	\$0
Subtotal funds available	\$170,663
Annual Installments	\$46,77539,887

As shown in Table F above, the total Annual Installment for ~~2016~~2017 is equal to ~~\$46,775~~39,887. The total debt service payments on the MIA Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for prepayment and delinquency reserves to be collected for ~~2016~~2017 are shown as \$0 (\$170,663 - \$170,663 = \$0), ~~30,600~~23,712 and \$16,175, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the MIA Bonds, to fund the prepayment and delinquency reserves described in the Service and Assessment Plan, and to cover Administrative Expenses of the MIA. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there ~~arewere~~ no Owner Association (HOA-properties for 2016-) Properties as of January 1, 2017. As a result, the Annual Installment for ~~2016~~2017 will only be collected from the Assessed Property within the MIA that are shown in the SAP. The Annual Installment to be collected from each Parcel in the MIA is determined using the percentage of Special Assessments for each Parcel as shown in Table G as calculated excluding the HOA.

Table G
Allocation of Annual Installment to MIA Parcels for ~~2016~~2017-18

Parcel	PID Special Assessments	Percentage of Special Assessments¹	20162017-18 Annual Installments
992448	\$2,030,954	63.41%	\$29,662.27 25,294.26
2738451	\$1,171,696	36.59%	\$17,112.73 14,592.74
HOA	\$32,350	0.00%	\$0.00
Total	\$3,235,000	100.00%	\$46,77539,887.00

1 – the percentages are calculated excluding the HOA property.

The list of parcels within the MIA of the PID, the MIA Special Assessments on each Parcel, the percentages calculated as shown in Table G above and the Annual Installment to be collected for ~~2016~~2017 are shown in the MIA Assessment Roll summary attached hereto as Appendix A-2.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property ratio of estimated build out value anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (i) the identification of each Parcel (ii) the Special 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 Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by Section VII.C of the Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-1 and A-2. Each parcel in the PID is identified, along with the Special Assessment on each Parcel and the Annual Installment to be collected from each parcel. Special Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Special Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the formula shown in the SAP.

According to the Developer ~~and~~, 337 residential Lots have been subdivided in NIA #1. According to the CityCollin Central Appraisal District ("Collin CAD") online records, there have-beenwere no new parcel subdivisions in the PID as of August 31, 2017 that are applicable for the Annual Installments to be collected in 20162017-18. As a result, the newly subdivided Lots in NIA #1 will be included in the Annual Service Plan Updates for 2018.

There have been no Special Assessment prepayments as of ~~November 30, 2016~~August 31, 2017.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
NIA #1 Assessment Roll Summary – ~~2016~~2017-18

<u>Parcel</u>	<u>PID Special Assessments</u>	<u>Percentage of Special Assessments</u>	<u>Annual Assessments</u>	<u>Administrative Expenses</u>	<u>Excess Interest for reserves</u>	<u>2017-18 Annual Installments</u>
992448	\$4,767,958	74.96%	\$316,561.85	\$17,774.29	\$24,080.60	\$358,416.74
2738451	\$1,592,792	25.04%	\$105,751.15	\$5,937.71	\$8,044.40	\$119,733.26
HOA	\$64,250	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
<u>Total</u>	<u>\$6,425,000</u>	<u>100.00%</u>	<u>\$422,313.00</u>	<u>\$23,712.00</u>	<u>\$32,125.00</u>	<u>\$478,150.00</u>

Attachment: Wells North PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

Appendix A-2
Major Improvement Area Assessment Roll Summary – ~~2016~~2017-18

<u>Parcel</u>	<u>PID Special Assessments</u>	<u>Percentage of Special Assessments</u>	<u>Annual Assessments</u>	<u>Administrative Expenses</u>	<u>Excess Interest for reserves</u>	<u>2017-18 Annual Installments</u>
<u>992448</u>	<u>\$2,030,954</u>	<u>63.41%</u>	<u>\$0.00</u>	<u>\$15,036.92</u>	<u>\$10,257.34</u>	<u>\$25,294.26</u>
<u>2738451</u>	<u>\$1,171,696</u>	<u>36.59%</u>	<u>\$0.00</u>	<u>\$8,675.08</u>	<u>\$5,917.66</u>	<u>\$14,592.74</u>
<u>HOA</u>	<u>\$32,350</u>	<u>0.00%</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Total</u>	<u>\$3,235,000</u>	<u>100.00%</u>	<u>\$0.00</u>	<u>\$23,712.00</u>	<u>\$16,175.00</u>	<u>\$39,887.00</u>

Attachment: Wells North PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

September 6, 2017

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Parks at Wilson Creek Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on ~~November~~August 11, ~~2014~~2015 to finance certain public improvement projects for the benefit of the property in the PID. Certificates of Obligation in a prorated aggregate principal amount of \$3,~~155~~563,000 are being issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of certain public improvements (the “City Contributed Major Improvements”) that benefited the property in the PID.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the City Contributed Major Improvements to be provided by the PID, the costs of the City Contributed Major Improvements, the indebtedness to be incurred for the City Contributed Major Improvements, and the manner of assessing the property in the PID for the costs of the City Contributed Major Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for ~~2016~~2017 (the “Annual Service Plan Update”).

The City also adopted an assessment roll (the “Assessment Roll”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for ~~2016~~2017.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The current prorated share of the total estimated costs of the City Contributed Major Improvements allocable to the PID is equal to \$3,~~155~~563,000, which remains the same as the budget estimates included in the Service and Assessment Plan.

As shown by Table A below, the PID has incurred indebtedness in the total amount of \$3,~~155~~563,000 in the form of City Contributed Major Improvements, which are to be repaid from Assessments.

Table A
Estimated Sources and Uses of Funds

Sources of Funds	Total City Contributed Major Improvements
City Contribution	\$3,155,000
Other funding sources	\$0
Total Sources	\$3,155,000
Uses of Funds	
<i><u>Major Improvements</u></i>	
Water distribution system improvements	\$1, 352,033 <u>551,000</u>
Sanitary sewer improvements	\$1, 358,476 <u>559,000</u>
Contingency and other costs	<u>\$444,491</u> 443,000
Total Uses	\$3,155<u>563,000</u>

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B.

Table B
**Annual Projected Costs and Annual Projected Indebtedness
2014-2018**

Year	Annual Projected Costs	Annual Projected Indebtedness	Sources other than Certificates of Obligation	<u>Projected Annual Installments</u>
2014	\$200,000	\$200,000	\$0	<u>\$0</u>
2015	\$1,830,000	\$1,830,000	\$0	<u>\$77,711</u>
2016	\$515,000	\$515,000	\$0	<u>\$107,919</u>
2017	\$610,000	<u>\$0</u>	<u>\$0</u>	\$610,000 <u>\$207,000</u> <u>\$0</u>
<u>2018</u>	<u>\$1,018,000</u>	<u>\$1,018,000</u>	<u>\$0</u>	<u>\$323,656</u>
2018 <u>2019</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$331,019</u>
<u>2020</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$328,099</u>
<u>2021</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$329,104</u>
<u>2022</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$324,909</u>
Total	\$3,155<u>563,000</u>	\$3,155<u>563,000</u>	\$0	<u>\$2,029,417</u>

Debt Service and Collection Costs

Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in twenty-one annual installments of principal and interest beginning with the tax year following the issuance of the Certificates of Obligation.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Certificates of Obligation commencing with the issuance of the Certificates of Obligation. The effective combined interest rate on the prorated debt service interest amount due for the City Contributed Major Improvements is 4.2420 percent for ~~2016-17~~2017-18. The total ~~2016-17~~2017-18 debt service interest amount applicable to the City Contributed Major Improvements proportionally allocated to the PID is \$~~107,919~~207,000, as provided by the City. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate for ~~2016-17~~2017-18 (4.2420%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. In addition, these payments, the "Annual Installments" of the Assessments, shall be billed by the City in ~~2016~~2017 and will be delinquent on February 1, ~~2017~~2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for ~~2016~~2017-18 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid for the City Contributed Major Improvements from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and the applicable Trust Indenture.

Annual Installments to be collected for ~~2016~~2017-18

The budget for the PID will be paid from the collection of Annual Installments collected for ~~2016~~2017-18 as shown by Table C.

Table C
Budget for the Annual Installment
To be collected for ~~2016~~2017-18

	Total Amount for City Contributed Major Improvements
Interest payment on March 1, 2017 2018	\$60,781 59,863
Interest payment on September 1, 2017 2018	\$59,863
Principal payment on September 1, 2017 2018	\$0 100,000
Subtotal: Debt service	\$120,644 219,725
Administrative Expenses	\$15,000 14,775
Subtotal Expenses	\$135,644 234,500
Available city contributed grant amount City Contributed Grant Amount	\$0
Available Administrative Expense account	\$0
Subtotal funds available	\$0
Annual Installments	\$135,644234,500

The net interest due on the City Contributed Major Improvements is \$107,919 and the principal amount due is \$100,000, as provided by the City. The additional amounts included as interest represent the 0.5% additional interest to be collected as described in the Service and Assessment Plan.

As shown in Table C above, the total Annual Installment for ~~2016~~2017-18 is equal to ~~\$135,644~~234,500. The total debt service payments for the City Contributed Major Improvements and the Administrative Expenses for ~~2016 are shown as \$120,644 and \$15,000, respectively~~2017-18 are shown as \$219,725 and \$14,775, respectively. There were no City ad valorem taxes collected in 2017 from any of the Parcels in the PID. In addition, the full City ad valorem taxes collected from the Parcels within the Lakes PID have been applied as City Contributed Grant Amount for the same Parcel in the Lakes PID. As a result, there is no City Contributed Grant Amount available to offset the 2017-18 Annual Assessments to be collected from each Parcels within the PID.

According to the Service and Assessment Plan, the total acreage of the Parcels within the PID was ~~539.914~~669.654. Accordingly, the principal and interest portion of Annual Installment to be collected from each acre will be \$223.45 (i.e. ~~\$120,644 ÷ 539.914 = \$223.45~~219,725 ÷ 669.654 = \$328.12) and the Administrative Expenses to be collected from each acre will be ~~\$27.78~~22.06 (i.e. ~~\$15,000 ÷ 539.914 = \$27.78~~17,775 ÷ 669.654 = \$22.06). As a result, the total Annual Installment to be collected from each acre within the PID will be ~~\$251.23~~350.18 (i.e. ~~\$223.45 + \$27.78 = \$251.23~~328.12 + \$22.06 = \$350.18). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each acre of ~~\$251.23~~350.18 by the total estimated acreage for each Parcel within the PID.

The list of parcels within the PID, the estimated acreage of each Parcel, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual

Installment to be collected for ~~2016~~2017-18 are shown in the Assessment Roll summary attached hereto as Appendix A-2.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by 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.H of this Service and Assessment Plan.

The summary Assessment Roll is shown in Appendix A-2. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated acreage of each new subdivided Parcel
- D = the total acreage of the Parcel prior to the subdivision

The calculation shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive.

| According to the Developer, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in ~~2016~~2017.

| There have been no Assessment prepayments as of August 31, ~~2016~~2017.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: PAWC PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

Appendix A-2
Assessment Roll Summary – 20162017

<u>Parcel</u>	<u>Acreage</u>	<u>Total Assessment</u>	<u>Annual Assessment</u>	<u>Administrative Expense</u>	<u>Total Annual Installment</u>
<u>R673100000301</u>	<u>80.805</u>	<u>\$429,959</u>	<u>\$26,513.51</u>	<u>\$1,782.85</u>	<u>\$28,296.36</u>
<u>R677100000501</u>	<u>82.863</u>	<u>\$440,866</u>	<u>\$27,188.78</u>	<u>\$1,828.26</u>	<u>\$29,017.03</u>
<u>R677900003101</u>	<u>99.916</u>	<u>\$531,635</u>	<u>\$32,784.16</u>	<u>\$2,204.51</u>	<u>\$34,988.67</u>
<u>R698300000401</u>	<u>201.83</u>	<u>\$1,073,859</u>	<u>\$66,223.90</u>	<u>\$4,453.10</u>	<u>\$70,677.00</u>
<u>R698500000401</u>	<u>74.5</u>	<u>396385.48</u>	<u>\$24,444.73</u>	<u>\$1,643.74</u>	<u>\$26,088.47</u>
<u>R639500000301</u>	<u>129.74</u>	<u>\$690,296</u>	<u>\$42,569.93</u>	<u>\$2,862.54</u>	<u>\$45,432.46</u>
<u>Total</u>	<u>669.654</u>	<u>\$3,563,000</u>	<u>\$219,725.00</u>	<u>\$14,775.00</u>	<u>\$234,500.00</u>

Attachment: PAWC PID - Annual Service Plan Update - 2017-RL (Annual Service Plan Updates)

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

September 12, 2017

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2017 (Annual Service Plan Updates)

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Creeks of Legacy Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on April 29, 2014 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phase #1 Project) (the “Phase #1 Bonds”) in the aggregate principal amount of \$8,750,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phases #2-3 Major Improvement Project) (the “Phases #2-3 Bonds”) in the aggregate principal amount of \$6,575,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the Phase #1 Reimbursement Agreement in the aggregate principal amount of \$3,750,000 are secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2017 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2017.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The original total estimated costs of the Major Improvements is equal to \$13,300,000 and the total estimated cost of the Phase #1 Improvements Costs (including the proportional share of the Major Improvement Costs) is equal to \$14,265,000 as shown in the Service and Assessment Plan. The Developer has since submitted proposed changes to these original cost estimates, which are currently under review by the City. The proposed changes related to the estimated costs of the Authorized Improvements will be presented in a separate annual service plan update after the City review is completed.

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table A below.

Table A
Annual Projected Costs and Annual Projected Indebtedness (2017-2022)

Year	Phase #1 Projected Annual Installments	Phases #2-3 Projected Annual Installments
2017	\$1,095,113	\$520,999
2018	\$1,037,034	\$650,781
2019	\$1,078,706	\$647,894
2020	\$1,091,978	\$664,122
2021	\$1,078,534	\$653,543
2022	\$1,090,093	\$642,970
Total	\$6,471,458	\$3,780,308

Debt Service and Collection Costs

Phase #1 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds and/or execution of the Phase #1 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phase #1A Bonds is 6.74 percent for 2017-18 and the interest rate applicable to the Phase #1 Reimbursement Agreement is 7.79 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1A Bonds (6.74%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2017 and will be delinquent on February 1, 2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2017 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Bond Ordinance, such as the Tax Increment Reinvestment Zone No. 2. (the TIRZ) incremental taxes available to the PID (the TIRZ Credit), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1A Bonds and Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phase #1 Annual Installments to be collected for 2017-18

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2017-18 as shown by Table B.

Table B
Budget for the Phase #1 Annual Installments
To be collected for 2017-18

	<u>Phase #1A</u>	<u>Phase #1</u>	
	<u>Bonds</u>	<u>Reimbursement</u>	<u>Total</u>
		<u>Agreement</u>	
Interest payment on March 1, 2018	\$306,031	\$146,063	\$452,094
Interest payment on September 1, 2018	\$306,031	\$146,063	\$452,094
Principal payment on September 1, 2018	\$175,000	\$0	\$175,000
Subtotal debt service on bonds	\$787,063	\$292,125	\$1,079,188
Administrative Expenses	\$20,779	\$9,221	\$30,000
Subtotal Expenses	\$807,841	\$301,346	\$1,109,188
Available TIRZ Credit	\$72,154	\$0	\$72,154
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$0	\$0	\$0
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$72,154	\$0	\$72,154
Annual Installments	\$735,688	\$301,346	\$1,037,034

As shown in Table C above, the total Annual Installment for 2017-18 is equal to \$1,037,034. The total debt service payments on the Phase #1A Bonds and the Phase #1 Reimbursement Agreement and the Administrative Expenses for 2017-18 are shown as \$1,007,034 (\$1,079,188 - \$72,154) and \$30,000, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, and to cover Administrative Expenses of Phase #1.

According to the City, there have been TIRZ increments generated in 2016 in the total amount of \$72,154 that are available to be used as TIRZ Credit in 2017 for the respective Parcels within Phase #1. As a result, there were TIRZ Revenues collected for 2016 that can be used as TIRZ Credit in 2017 in the total amount of \$72,154. This TIRZ Credit amount is equally allocated to each of the 427 Parcels within Phase #1 that generated the TIRZ Revenues in 2016 as shown in Appendix A-2.

According to the Service and Assessment Plan, 427 units representing 374.80 total Equivalent Units are estimated to be built within Phase #1 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$2,879.37 (i.e. $\$1,079,188 \div 374.80 = \$2,879.37$) and the Administrative Expenses to be collected from each Equivalent Unit will be \$80.04 (i.e. $\$30,000 \div 374.80 = \80.04). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #1 will be \$2,959.41 (i.e. $\$2,879.37 + \$80.04 = \$2,959.41$) less the applicable TIRZ Credit shown in Appendix A-2 for each Parcel within Phase #1. The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$2,959.41 by the total estimated Equivalent Units for each Parcel in Phase #1.

The list of parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2017-18 are shown in the assessment roll summary attached hereto as Appendix A-2.

Phases #2-3 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phases #2-3 Major Improvement Bonds is 7.37 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phases #2-3 Bonds (7.87%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2017 and will be delinquent on February 1, 2018.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2017 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture, such as TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phases #2-3 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phases #2-3 Annual Installments to be collected for 2017-18

The budget for Phases #2-3 of the PID will be paid from the collection of Annual Installments collected for 2017-18 as shown by Table C.

Table C
Budget for the Phases #2-3 Annual Installments
To be collected for 2017-18

	<u>Total</u>
Interest payment on March 1, 2018	\$258,719
Interest payment on September 1, 2018	\$258,719
Principal payment on September 1, 2018	\$125,000
Subtotal debt service on bonds	\$642,438
Administrative Expenses	\$19,234
Subtotal Expenses	\$661,671
Available TIRZ Credit	\$10,890
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense account	\$0
Subtotal funds available	\$10,890
Annual Installments	\$650,781

As shown in Table D above, the total Annual Installment for 2017-18 is equal to \$650,781. The total debt service payments on the Phases #2-3 Bonds and the Administrative Expenses for 2017-18 are shown as \$631,547 (\$642,438 - \$10,890) and \$19,234, respectively.

According to the City, there have been TIRZ increments generated in 2016 in the total amount of \$10,890 that are available to be used as TIRZ Credit in 2017 for the respective Parcels within Phases #2-3. As a result, there were TIRZ Revenues collected for 2016 that can be used as TIRZ Credit in 2017 in the total amount of \$10,890. The TIRZ Credit amount is applied to each of the two Parcels within Phases #2-3 that generated the TIRZ Revenues in 2016 as shown in Appendix A-3.

According to the Service and Assessment Plan, 594 units representing 494.19 total Equivalent Units are estimated to be built within Phases #2-3 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,299.98 (i.e. $\$642,438 \div 494.19 = \$1,299.98$) and the Administrative Expenses to be collected from each Equivalent Unit will be \$38.92 (i.e. $\$19,234 \div 494.19 = \38.92). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phases #2-3 will be \$1,338.90 (i.e. $\$1,299.98 + \$38.92 = \$1,338.90$) less any TIRZ Credit shown in Appendix A-3 for each Parcel within Phases #2-3. The Annual Installment to be collected from each Parcel within Phases #2-3 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$1,338.90 by the total estimated Equivalent Units for each Parcel in Phases #2-3 less the applicable TIRZ Credit, if any, as shown in Appendix A-3.

The list of parcels within Phases #2-3 of the PID, the estimated number of units to be developed on the current residential parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2017-18 are shown in the assessment roll summary attached hereto as Appendix A-3.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement Costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property, as updated in prior Annual Service Plan Updates, has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by 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.H of this Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-2 and A-3. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

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

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

According to the Developer and the Collin Central Appraisal District records, there were parcel subdivisions within Phase #1 of the PID including the remaining 9 Lots shown under Parent Parcel 2697055. The remaining Phase #1 Assessments on Parcel 2697055 has been reallocated to each of the nine individual Lots using the above formula and is summarized in Table D below.

Table D
Parcel Subdivisions – Phase #1

Prior to Subdivision				After Subdivision						
Parcel	Units	Total EU	Total Assessments	Parcel	Units	Lot Type	EU	Total EU	Assessment per Unit	Total Assessments
2697055	9	7.56	\$246,083	Various	2	1	1.00	2.00	\$32,551	\$65,101
				Various	3	2	0.88	2.64	\$28,645	\$85,934
				Various	4	3	0.73	2.92	\$23,762	\$95,048
Total	9	7.56	\$246,083		427			7.56		\$246,083

The full list of all Parcels within Phase #1 after the Parcel subdivisions, the Phase #1 Assessments reallocated to each Parcel.

There have been no Assessment prepayments as of August 31, 2017.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2017 (Annual Service Plan Updates)

Appendix A-2
Phase #1 Assessment Roll Summary – 2017-18

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2017 (Annual Service Plan Updates)

Appendix A-3
Phases #2-3 Assessment Roll Summary – 2017-18

CITY OF CELINA

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution adopted on April 29, 2014, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Creeks of Legacy Public Improvement District (the "District") of the City of Celina; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions

hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12TH DAY OF SEPTEMBER, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Exhibit A

CITY OF CELINA

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution ____R adopted on ____, 201__, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Wells South Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on ____, 201__ in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on ____, 201__, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. ____ and ____ approving the Wells South Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on ____, 201__, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. ____ and ____, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

Attachment: Ord Sutton Fields II SAP Update (Annual Service Plan Updates)

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12TH DAY OF SEPTEMBER, 2017.

Sean Terry, Mayor

Attachment: Ord Sutton Fields II SAP Update (Annual Service Plan Updates)

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Ord Sutton Fields II SAP Update (Annual Service Plan Updates)

Exhibit A

Attachment: Ord Sutton Fields II SAP Update (Annual Service Plan Updates)

CITY OF CELINA

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution adopted on March 10, 2008, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Lakes at Mustang Ranch Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions

Attachment: Ord Lakes at Mustang Ranch SAP Update (Annual Service Plan Updates)

hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF SEPTEMBER, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Ord Lakes at Mustang Ranch SAP Update (Annual Service Plan Updates)

Exhibit A

CITY OF CELINA

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution adopted on February 9, 2016, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Wells North Public Improvement District (the "District") of the City of Celina; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions

Attachment: Ord Wells North SAP Update (Annual Service Plan Updates)

hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF SEPTEMBER, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Ord Wells North SAP Update (Annual Service Plan Updates)

Exhibit A

CITY OF CELINA

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution adopted on June 9, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Ownsby Farms Public Improvement District (the "District") of the City of Celina; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions

Attachment: Ord Ownsby Farms SAP Update (Annual Service Plan Updates)

hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12TH DAY OF SEPTEMBER, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Ord Ownsby Farms SAP Update (Annual Service Plan Updates)

Exhibit A

CITY OF CELINA

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution adopted on August 11, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Parks at Wilson Creek Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions

hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF SEPTEMBER, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Exhibit A



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Annual Service Plan Update-Wells South Public Improvement District

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update the Service and Assessment Plan and Assessment Roll for public improvements for the Wells South Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian)

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance and Annual SAP update

Staff Recommendation:

Wells South (Lilyana) Public Improvement District

2017 ANNUAL SERVICE PLAN UPDATE

Attachment: Wells South PID SAP Update (Annual Service Plan Update)



(Formerly PIDWorks, LLC)
AUSTIN, TX | KELLER, TX

INTRODUCTION

The Wells South (*Lilyana*) Public Improvement District (“Wells South PID”) was created pursuant to the PID Act and a resolution of the City Council on July 14, 2015 to finance certain public improvement projects for the benefit of the property in Wells South PID. A PID Reimbursement Agreement between the City and the Developer was signed on December 7, 2015.

The Official Statement dated December 7, 2015 for the City of Celina Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project, “MIA”), has a principal amount levy of \$8,040,000, plus simple interest on the unpaid principal balance at the rate of 7.50% per year for the 30 year bond term.

The Official Statement dated December 7, 2015 for the City of Celina Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project, “NIA #1”), has a principal amount levy of \$5,790,000, plus simple interest on the unpaid principal balance at the rate of 6.25% per year for the 30 year bond term.

A service and assessment plan (the “Service and Assessment Plan” or “SAP”) identifies the public improvements (the “Improvements”) to be provided by Wells South PID, the costs of the Improvements, the indebtedness to be incurred for the Improvements, and the manner of assessing the property in Wells South PID for the costs of the Improvements based on Improvement Area. The Service and Assessment Plan is attached hereto as **Appendix C**. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually by the City Council. This document is the annual update of the Service and Assessment Plan for 2017 (the “Annual Service Plan Update”).

The City adopts annually an assessment roll (the “Assessment Roll”, referring collectively or separately as applicable, the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll) identifying the assessments (the “Assessments”) on each Lot within Wells South PID, based on the method of assessment identified in the original Service and Assessment Plan.

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan or the PID Reimbursement Agreement – Wells South, as applicable.

BUDGET FOR CONSTRUCTION OF THE PID IMPROVEMENTS

Major Improvement Area Projects

The budget for the Major Improvement Area Projects increased from \$8,040,000 to \$8,256,032 as shown on the table below. However, bonds and assessments did not increase.

Major Improvement Area Projects Budget			
	Original Budget (1)	Revisions (2)	Budget as of 7/31/17 (3)
Major Improvement Area Projects			
Roadway	\$ 2,581,000	\$ 891,620	\$ 3,472,620
Storm Drainage	1,599,000	(886,425)	712,575
Wastewater	276,000	115,877	391,877
Water	374,000	56,735	430,735
Trail System	60,000	128,000	188,000
Soft Costs	825,000	11,500	836,500
Contingency	101,276	(101,276)	-
	<u>\$ 5,816,276</u>	<u>\$ 216,032</u>	<u>\$ 6,032,308</u>
Bond Issuance Expenses			
Capitalized Interest	\$ 1,020,075	\$ -	\$ 1,020,075
Reserve Fund	653,930	-	653,930
Cost of Issuance	310,437	-	310,437
Underwriter's Discount	213,121	-	213,121
District Administration Account	26,161	-	26,161
	<u>\$ 2,223,724</u>	<u>\$ -</u>	<u>\$ 2,223,724</u>
Total Major Improvement Area Projects	<u>\$ 8,040,000</u>	<u>\$ 216,032</u>	<u>\$ 8,256,032</u>
1) Budget as shown in the original Service and Assessment Plan. 2) Pursuant to the Service and Assessment Plan and the PID Reimbursement Agreement, the Developer is responsible for all cost overruns. 3) The budget for the Improvements is adjusted in Annual Service Plan Updates as the Improvements are constructed and the Actual Costs of the Improvements are determined.			

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Neighborhood Improvement Area #1 Projects

The budget for the Neighborhood Improvement Area #1 Projects increased from \$5,790,000 to \$6,264,628 as shown on the table below. However, bonds and assessments did not increase.

Neighborhood Improvement Area #1 Projects Budget			
	Original Budget ⁽¹⁾	Revisions ⁽²⁾	Budget as of 7/31/17 ⁽³⁾
NIA #1 Projects			
Roadway	\$ 2,241,000	\$ 445,592	\$ 2,686,592
Storm Drainage	200,000	357,644	557,644
Wastewater	546,000	(101,417)	444,583
Water	568,000	19,046	587,046
Trail System	150,000	(150,000)	-
Soft Costs	840,000	(25,066)	814,934
Contingency	71,171	(71,171)	-
	<u>\$ 4,616,171</u>	<u>\$ 474,628</u>	<u>\$ 5,090,799</u>
Bond Issuance Expenses			
Capitalized Interest	\$ 357,247	\$ -	\$ 357,247
Reserve Fund	412,100	-	412,100
Cost of Issuance	232,163	-	232,163
Underwriter's Discount	153,479	-	153,479
District Administration Account	18,839	-	18,839
	<u>\$ 1,173,829</u>	<u>\$ -</u>	<u>\$ 1,173,829</u>
Total NIA #1 Projects	<u>\$ 5,790,000</u>	<u>\$ 474,628</u>	<u>\$ 6,264,628</u>
1) Budget as shown in the original SAP 2) Pursuant to the Service and Assessment Plan and the PID Reimbursement Agreement, the Developer is responsible for all cost overruns. 3) The budget for the Improvements is adjusted in Annual Service Plan Updates as the Improvements are constructed and the Actual Costs of the Improvements are determined.			

City Contributed Major Improvements

The budget for the City Contributed Major Improvements increased from \$2,120,000 to \$2,543,262 as shown on the table below.

City Contributed Major Improvements Budget				
	Original Budget ⁽¹⁾	Revisions ⁽²⁾	Budget as of 7/31/17 ⁽³⁾	
City Contributed Major Improvements				
Wastewater	\$ 916,000	\$ 209,925	\$	1,125,925
Water	911,000	134,401		1,045,401
Contingency	183,000	78,936		261,936
	<u>\$ 2,010,000</u>	<u>\$ 423,262</u>	<u>\$</u>	<u>2,433,262</u>
Bond Issuance Expenses				
Cost of Issuance	\$ 110,000	\$ -	\$	110,000
	<u>\$ 110,000</u>	<u>\$ -</u>	<u>\$</u>	<u>110,000</u>
Total City Contributed Major Improvements	<u>\$ 2,120,000</u>	<u>\$ 423,262</u>	<u>\$</u>	<u>2,543,262</u>
1) Budget as shown in the original SAP 2) Pursuant to Section IV.D in the original SAP, the City is responsible for all cost overruns. 3) The budget for the Improvements is adjusted in Annual Service Plan Updates as the Improvements are constructed and the Actual Costs of the Improvements are determined.				

ANNUAL INSTALLMENTS

Major Improvement Area

The total outstanding Assessment for the Major Improvement Area is \$9,662,588.64, comprised of \$8,040,000.00 in Assessments securing the Major Improvement Area Bonds and \$1,622,588.64 in Assessments securing City Contributed Major Improvements, as shown on the table below. The total Annual Installment for the Major Improvement Area, delinquent if not received by January 31, 2018, is \$834,269.52, which is shown on the table below. The Assessment Roll for the Major Improvement Area is attached as **Appendix A**.

Neighborhood Improvement Area #1

The total outstanding Assessment for Neighborhood Improvement Area #1 is \$6,287,411.36, comprised of \$5,790,000.00 in Assessments securing the Neighborhood Improvement Area #1 Bonds and \$497,411.36 in Assessments securing City Contributed Major Improvements, as shown on the table below. The total Annual Installment for the Neighborhood Improvement Area #1, delinquent if not received by January 31, 2018, is \$511,895.90, which is shown on the table below. The Assessment Roll for Neighborhood Improvement Area #1 is attached as **Appendix B**. A detailed breakdown of the Annual Installment for Neighborhood Improvement Area #1 by Lot Type is found on **Appendix B-1**.

Outstanding Assessments and Annual Installments		
	Major Improvement Area	Neighborhood Improvement Area #1
Outstanding Assessment		
Assessments Securing Major Improvement Area Bonds	\$ 8,040,000.00	\$ -
Assessments Securing Neighborhood Improvement Area #1 Bonds	-	5,790,000.00
Assessments Securing City Contributed Major Improvements	1,622,588.64	497,411.36
	<u>\$ 9,662,588.64</u>	<u>\$ 6,287,411.36</u>
Annual Installment		
Debt Service on Major Improvement Area Bonds	\$ 683,000.00	\$ -
Debt Service on Neighborhood Improvement Area #1 Bonds	-	436,875.00
Administrative Expenses	29,067.25	20,932.75
Prepayment Reserve	16,080.00	11,580.00
Delinquency Reserve	24,120.00	17,370.00
Debt Service on City Certificates of Obligation Allocated to PID	95,348.13	29,229.37
City Contributed Major Improvements Credit Amount	(13,345.86)	(4,091.23)
	<u>\$ 834,269.52</u>	<u>\$ 511,895.90</u>

Administration Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for equally by each parcel based on the total amount of Administrative Expenses. The Administrative Expenses shall be collected as part of, and in the same manner as, the Annual Installments in the amounts shown proportionately on **Appendix A** – Major Improvement Area Assessment Roll Update and **Appendix B** – Neighborhood Improvement Area #1 Assessment Roll Update. The estimated Total Administrative Expenses of \$50,000 increasing at 2% annually shall be allocated between Major Improvement Area and Neighborhood Improvement Area #1 based on the balance of the unpaid PID Bond principal. The total Administration amount is less than the original projection of \$60,000 increasing at 2% annually.

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. There have been no Prepayment Reserve Collections as of this Service Plan Update. The Prepayment Reserve installment for the Major Improvement Area and Neighborhood Improvement Area #1 equals \$16,080.00 and \$11,580.00, respectively.

Delinquency 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. There have been no Delinquency Reserve Collections as of this Service Plan Update. The Delinquency Reserve installment for the Major Improvement Area and Neighborhood Improvement Area #1 equals \$24,120.00 and \$17,370.00, respectively.

City Contributed Major Improvements

If not paid in full, the City Contributed Major Improvement Assessment is payable in twenty annual installments of principal and interest beginning on September 30, 2016. The total outstanding Assessment is \$2,120,000. To date, the City has issued \$1,550,000 of Certificates of Obligation, and anticipates issuing additional debt in the future. The total debt service to be paid by Annual Installments on the outstanding \$1,550,000 equals \$124,577.50. As shown in the table below, the City Contributed Major Improvement Credit Amount equals \$17,437.09, resulting in a net Annual Installment of \$107,140.41, of which \$25,138.14 is allocated to Neighborhood Improvement Area #1, and \$82,002.27 is allocated to the Major Improvement Area. The City Contributed Major Improvement Credit Amount is allocated pro-rata among the parcels based on the amount of outstanding Assessment. A parcel by parcel application was not possible because the tax parcels were all changed between tax year 2016 and 2017.

City Contributed Major Improvement Credit Amount					
		2016	2017	Total	
City Ad Valorem Taxes Collected in Previous Year (a)	(1)	\$ -	\$ 26,570	\$ 26,570	
Celina TIRZ No. 3 Allocation (b)	(2)	70.00%	70.00%		
Celina TIRZ No. 3 Collections (c)	(3) = (1) x (2)	\$ -	\$ 18,599	\$ 18,599	
City Contributed Major Improvement Credit Amount % (d)	(4)	67.21%	65.63%		
City Contributed Major Improvement Credit Amount (e)	(5) = (1) x (4)	\$ -	\$ 17,437	\$ 17,437	
Credit Amount Applied	(6)	-	17,437	17,437	
Excess TIRZ Collections	(7) = (3) - (6)	\$ -	\$ 1,162	\$ 1,162	
Debt Service on Certificates of Obligation (f)	(8)	\$ 65,193	\$ 124,578	\$ 189,770	
City Contributed Major Improvement Credit Amount	(5)	-	(17,437)	(17,437)	
	(9) = (8) + (5)	\$ 65,193	\$ 107,140	\$ 172,333	
Neighborhood Improvement Area #1 Allocation % (g)	(10)	23.46%	23.46%		
Major Improvement Area Allocation % (g)	(11)	76.54%	76.54%		
Neighborhood Improvement Area #1 Share (h)	(12) = (9) x (10)	\$ 15,296	\$ 25,138	\$ 40,434	
Major Improvement Area Share (h)	(13) = (9) x (11)	\$ 49,897	\$ 82,002	\$ 131,899	

(a) Total amount collected for all Parcels within the Wells South PID

(b) 70% of City Ad Valorem Taxes collected within the PID are allocated to the City of Celina Reinvestment Zone No. 3 pursuant to the Final Project and Financing Plan dated October 15, 2015.

(c) Pursuant to the Final Project and Financing Plan dated October 15, 2015, the tax increment base of the property is zero, therefore the captured appraised value of the property taxable by the City each year is the same as the estimated appraised value for each year.

(d) The City's tax rate in 2015 was \$0.645 per \$100 of assessed value, of which \$0.4335 was unencumbered (67.2093% of City ad valorem taxes), and the City's tax rate in 2016 was \$0.645 per \$100 of assessed value, of which \$0.4233 was unencumbered (65.6279% of City ad valorem taxes).

(e) Pursuant to the original Service and Assessment Plan, the City Contributed Major Improvement Credit Amount is equal to ad valorem taxes collected by the City from the Assessed Property during the previous year, as applicable, to be used for reducing the Annual Installment allocable to the City Contributed Major Improvements.

(f) Net debt service per year as shown on the schedule "City of Celina, Texas All Outstanding Wells South PID Supported Debt as of Fiscal Year 2016" prepared by First Southwest.

(g) Pursuant to the original SAP, the City Contributed Major Improvement allocation percentage between Major Improvement Area is 76.54% and Neighborhood Improvement Area #1 is 23.46%.

(h) Amount shown for 2016 is slightly different from what was shown in the 2016 Service Plan Update resulting from the 2016 Service Plan Update rounding the allocation between the Major Improvement Area and Neighborhood Improvement Area #1 to the nearest whole number.

FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Five Year Budget Projection					
Major Improvement Area					
Installments Due	1/31/2018	1/31/2019	1/31/2020	1/31/2021	1/31/2022
MIA Principal	\$ 80,000	\$ 85,000	\$ 95,000	\$ 100,000	\$ 105,000
MIA Interest	603,000	597,000	590,625	583,500	576,000
City Contributed Debt Service (a)	95,348	132,807	131,023	132,882	138,228
City Contributed Major Improvement Credit Amount (b)	(13,346)	(13,346)	(13,346)	(13,346)	(13,346)
Total Debt Service (c) (1)	\$ 765,002	\$ 801,461	\$ 803,302	\$ 803,036	\$ 805,883
Administrative Expenses (d)	\$ 29,067	\$ 29,686	\$ 30,323	\$ 30,968	\$ 31,633
Total Administrative Expenses (2)	\$ 29,067	\$ 29,686	\$ 30,323	\$ 30,968	\$ 31,633
Prepayment Reserve	\$ 16,080	\$ 15,920	\$ 15,750	\$ 15,560	\$ 15,360
Delinquency Reserve	24,120	23,880	23,625	23,340	23,040
Total Reserve Requirements (3)	\$ 40,200	\$ 39,800	\$ 39,375	\$ 38,900	\$ 38,400
Total Budget (4) = (1) + (2) + (3)	\$ 834,270	\$ 870,948	\$ 873,000	\$ 872,904	\$ 875,915
Neighborhood Improvement Area #1					
Installments Due	1/31/2018	1/31/2019	1/31/2020	1/31/2021	1/31/2022
NIA #1 Principal	\$ 75,000	\$ 80,000	\$ 85,000	\$ 90,000	\$ 95,000
NIA #1 Interest	361,875	357,188	352,188	346,875	341,250
City Contributed Debt Service (a)	29,229	40,713	40,166	40,735	42,375
City Contributed Major Improvement Credit Amount (b)	(4,091)	(4,091)	(4,091)	(4,091)	(4,091)
Total Debt Service (c) (1)	\$ 462,013	\$ 473,809	\$ 473,262	\$ 473,519	\$ 474,533
Administrative Expenses (d)	\$ 20,933	\$ 21,314	\$ 21,697	\$ 22,092	\$ 22,489
Total Administrative Expenses (2)	\$ 20,933	\$ 21,314	\$ 21,697	\$ 22,092	\$ 22,489
Prepayment Reserve	\$ 11,580	\$ 11,430	\$ 11,270	\$ 11,100	\$ 10,920
Delinquency Reserve	17,370	17,145	16,905	16,650	16,380
Total Reserve Requirements (3)	\$ 28,950	\$ 28,575	\$ 28,175	\$ 27,750	\$ 27,300
Total Budget (4) = (1) + (2) + (3)	\$ 511,896	\$ 523,698	\$ 523,134	\$ 523,361	\$ 524,322
(a) Installment due 1/31/2018 is the amount due on current outstanding Wells South PID Supported Debt. Subsequent years are estimates only and will be updated in future Annual SAP up					
(b) The City Contributed Major Improvement Credit Amounts shown are estimates only for years 2019 – 2022. Annual City Contributed Major Improvement Credit Amounts will be determined each year during the Annual Service Plan Update.					
(c) Budget assumes no prepayments. In the event of a prepayment by one or more Lots, the figures shown will be reduced.					
(d) The Administrative Expenses shown are estimates only for years 2019 – 2022. Annual Administrative Costs will be determined each year during the Annual Service Plan Update.					

PROJECT STATUS¹

Major Improvement Area

- **Lot/Parcel Sales** - There have been no changes to the information provided in the Official Statement regarding parcel and lot sales from the Developer to any other party.
- **Material Ownership** - There have been no material changes in the form, organization or controlling ownership of the Developer as described in the Official Statement.
- **Zoning/Land Use Entitlement** - There have been no significant zoning or land use entitlement changes or any other matter that would have a material adverse impact on land values within the Major Improvement Area of the District, development potential of land within the Major Improvement Area of the District or the likelihood of the timely payment of the Assessments levied on land or parcels owned by the Developer.
- **Land Use Designation** - There have been no changes to the land use designation for any property in the Major Improvement Area of the District that might negatively impact its development for the purposes identified in the original SAP, as the same may be amended and supplemented from time to time.
- **Property Under Contract with Wholesale Purchasers** - There have been no changes to the information provided in the Official Statement.
- **Sale, Assignment or Transfer of Ownership** - There have been no sales, assignments or transfers of ownership of real property in the Major Improvement Area of the District to a third party, which results in such third party owning property representing at least twenty percent (20%) of the total Annual Installments of the Assessments first coming due after such transfer of ownership.

MIA Major Property Owners				
Major Property Owners	Total Assessment		Acres Owned	
Celina Development LLC	\$ 9,446,739	97.77%	294	96.60%
Frontier Retail Partners LP	\$ 215,850	2.23%	10	3.40%
	\$ 9,662,589	100.00%	305	100.00%

Per Collin County Appraisal District as of August 31, 2017

- **Home Construction and Sales** - There have been no changes to the information provided in the Official Statement.
- **Estimated Build-out** - There have been no changes to the information provided in the Official Statement.

¹ The project status information contained in this Annual Service Plan Update is derived from the Developer's Quarterly Report dated June 30, 2017.

- **Major Improvement Area Projects Construction Status** – As shown in the table below, the Major Improvement Area Projects are 95% complete with only Roadway and Trail System improvements left to be completed.

Major Improvement Area Projects Construction Status							
	Revised Budget	Total Completed	Balance to Complete	Retainage	Balance to Complete (inc. Retainage)	% Complete	
Major Improvement Area Projects							
Roadway	\$ 3,472,620	\$ 3,421,220	\$ 51,400	\$ 226,061	\$ 277,461	92%	
Storm Drainage	712,575	712,575	-	-	-	100%	
Wastewater	391,877	391,877	-	-	-	100%	
Water	430,735	430,735	-	-	-	100%	
Trail System	188,000	183,840	4,160	2,182	6,342	97%	
Soft Costs	836,500	836,500	-	-	-	100%	
Contingency	-	-	-	-	-	0%	
Total Construction Costs	\$ 6,032,308	\$ 5,976,748	\$ 55,560	\$ 228,243	\$ 283,803	95%	
Note: All figures obtained from Certificate of Payment Form as of July 31, 2017							

Neighborhood Improvement Area #1

- **Lot/Parcel Sales** - Of the 293 lots, 91 lots have been sold to a third party and 187 remaining lots are currently under contract to a homebuilder.
- **Material Ownership** - Wells South Phase 1, LLC was formed on February 2, 2016 and currently owns the Phase 1 land.
- **Zoning/Land Use Entitlement** - There have been no significant zoning or land use entitlement changes or any other matter that would have a material adverse impact on land values within NIA #1 of the District, development potential of land within NIA #1 of the District or the likelihood of the timely payment of the Assessments levied on land or parcels owned by the Developer.
- **Land Use Designation** - There have been no changes to the land use designation for any property in NIA #1 of the District that might negatively impact its development for the purposes identified in the original SAP, as the same may be amended and supplemented from time to time.
- **Property Under Contract with Wholesale Purchasers** - There are currently 187 developed lots under contract with Highland Homes, Standard Pacific Homes, American Legend Homes and David Weekley Homes. The average pricing per lot is \$82,407.
- **Sale, Assignment or Transfer of Ownership** - There have been no sales, assignments or transfers of ownership of real property in NIA #1 of the District to a third party, which results in such third party owning property representing at least twenty percent (20%) of the total Annual Installments of the Assessments first coming due after such transfer of ownership.

NIA #1 Major Property Owners				
Major Property Owners	Total Assessment		Lots Owned	
Wells South Development Phase 1 Llc	\$ 4,360,568	69.35%	202	68.71%
American Legend Homes Llc	\$ 549,603	8.74%	26	8.84%
Calatlantic Homes Of Texas Inc	\$ 641,902	10.21%	28	9.52%
Weekley Homes Llc	\$ 342,370	5.45%	16	5.44%
Highland Homes-Dallas Llc	\$ 392,968	6.25%	22	7.48%
	\$ 6,287,411	100.00%	294	100.00%

Per Collin County Appraisal District as of August 31, 2017

- **Home Construction and Sales** – Highland Homes has 46 planned units: nine units are under construction, one unit is completed and no homes have been sold. Standard Pacific Homes has 91 planned units: two units are under construction, no units are completed and no homes have been sold. American Legend Homes has 85 planned units: 10 units are under construction, two units are completed and no homes have been sold. David Weekley Homes has 52 planned units: no units are under construction, one unit is completed and no homes have been sold.
- **Estimated Build-out** – The estimated date of completion of all units for Highland Homes, Standard Pacific Homes, American Legend Homes and David Weekley Homes is March 2019.
- **Neighborhood Improvement Area #1 Projects Construction Status** – As shown in the table below, the Neighborhood Improvement Area #1 Projects are 97% complete with only Roadway improvements left to be completed.

Neighborhood Improvement Area #1 Projects Construction Status						
	Revised Budget	Total Completed	Balance to Complete	Retainage	Balance to Complete (inc. Retainage)	% Complete
NIA #1 Projects						
Roadway	\$ 2,686,592	\$ 2,661,319	\$ 25,273	\$ 105,590	\$ 130,864	95%
Storm Drainage	557,644	557,644	-	-	-	100%
Wastewater	444,583	444,583	-	-	-	100%
Water	587,046	587,046	-	-	-	100%
Trail System	-	-	-	-	-	0%
Soft Costs	814,934	814,934	-	-	-	100%
Contingency	-	-	-	-	-	0%
Total Construction Costs	\$ 5,090,799	\$ 5,065,526	\$ 25,273	\$ 105,590	\$ 130,864	97%

Note: All figures obtained from Certificate of Payment Form as of July 31, 2017

PREPAYMENTS

The Assessment imposed on any Parcel may be paid in full at any time. To date, no prepayments have occurred.

UPDATE OF THE ASSESSMENT ROLL

The list of current Lots within Wells South PID, the corresponding total assessments, and current annual installment are shown on the Assessment Roll. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix B**.

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

APPENDIX A

Major Improvement Area Assessment Roll											
Parcel ID	Acreage	Outstanding Assessment	Annual Installment due 1/31/2018								
			Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	City Contributed Improvements	City Contributed Improvements Credit	Total	
2726990	100.07	\$ 3,778,439.93	\$ 31,552.08	\$ 237,823.82	\$ 11,464.15	\$ 6,341.97	\$ 9,512.95	\$ 37,605.40	\$ (5,263.62)	\$ 329,036.76	
2726989	194.34	\$ 5,587,899.21	46,662.08	351,715.41	16,954.23	9,379.08	14,068.62	55,614.27	(7,784.32)	486,609.36	
2750872	10.37	\$ 215,849.50	1,785.84	13,460.77	648.87	358.95	538.43	2,128.46	(297.92)	18,623.40	
HOA		\$ 80,400.00	-	-	-	-	-	-	-	-	
Total	304.78	\$ 9,662,588.64	\$ 80,000.00	\$ 603,000.00	\$ 29,067.25	\$ 16,080.00	\$ 24,120.00	\$ 95,348.13	\$ (13,345.86)	\$ 834,269.52	

Annual Installment for the HOA property was allocated to the residential Parcels (2726990 and 2726989) pro-rata based on the amount of outstanding Assessments. When an HOA property is designated and recorded, the HOA Annual Installment will be allocated to that Parcel ID.

APPENDIX B

Neighborhood Improvement Area #1 Assessment Roll						
Parcel	Legal Description	Owner Name	Lot Type	Outstanding Assessment	Annual Installment due 1/31/18	
2753749	Lilyana Phase 1, Blk A, Lot 1	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753750	Lilyana Phase 1, Block A, Lot 2	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753751	Lilyana Phase 1, Block A, Lot 3	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753752	Lilyana Phase 1, Block A, Lot 4	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753753	Lilyana Phase 1, Block A, Lot 5	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753754	Lilyana Phase 1, Block A, Lot 6	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753755	Lilyana Phase 1, Block A, Lot 7	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753756	Lilyana Phase 1, Block A, Lot 8	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753757	Lilyana Phase 1, Block A, Lot 9	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753758	Lilyana Phase 1, Block A, Lot 10	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753759	Lilyana Phase 1, Block A, Lot 11	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753760	Lilyana Phase 1, Block A, Lot 12	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753761	Lilyana Phase 1, Block A, Lot 13	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753762	Lilyana Phase 1, Block A, Lot 14	American Legend Homes Llc	70	\$ 24,960.99	\$	2,031.61
2753763	Lilyana Phase 1, Block A, Lot 15	American Legend Homes Llc	70	\$ 24,960.99	\$	2,031.61
2753764	Lilyana Phase 1, Block A, Lot 16	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$	2,031.61
2753765	Lilyana Phase 1, Block A, Lot 17	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$	2,031.61
2753766	Lilyana Phase 1, Block A, Lot 18	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753767	Lilyana Phase 1, Block A, Lot 19	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753768	Lilyana Phase 1, Block A, Lot 20	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$	2,031.61
2753769	Lilyana Phase 1, Block A, Lot 21	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$	2,031.61
2753770	Lilyana Phase 1, Block A, Lot 22	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2754036	Lilyana Phase 1, Block A, Lot 23	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2754037	Lilyana Phase 1, Block A, Lot 24	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2754038	Lilyana Phase 1, Blk A, Lot 25	American Legend Homes Llc	70	\$ 24,960.99	\$	2,031.61
2754039	Lilyana Phase 1, Blk A, Lot 26	American Legend Homes Llc	70	\$ 24,960.99	\$	2,031.61
2754040	Lilyana Phase 1, Block A, Lot 27	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2754041	Lilyana Phase 1, Block A, Lot 28	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2754042	Lilyana Phase 1, Block A, Lot 29	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2754043	Lilyana Phase 1, Block A, Lot 30	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2754044	Lilyana Phase 1, Block A, Lot 31	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753803	Lilyana Phase 1, Blk B, Lot 1	Weekley Homes Llc	60	\$ 21,398.15	\$	1,741.62
2753804	Lilyana Phase 1, Block B, Lot 2	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753805	Lilyana Phase 1, Block B, Lot 3	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753806	Lilyana Phase 1, Block B, Lot 4	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753807	Lilyana Phase 1, Block B, Lot 5	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753808	Lilyana Phase 1, Block B, Lot 6	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753809	Lilyana Phase 1, Block B, Lot 7	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753810	Lilyana Phase 1, Block B, Lot 8	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753811	Lilyana Phase 1, Block B, Lot 9	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753812	Lilyana Phase 1, Block B, Lot 10	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$	1,741.62
2753813	Lilyana Phase 1, Block B, Lot 11	Weekley Homes Llc	60	\$ 21,398.15	\$	1,741.62
2753814	Lilyana Phase 1, Block B, Lot 12	Weekley Homes Llc	60	\$ 21,398.15	\$	1,741.62
2753815	Lilyana Phase 1, Block B, Lot 13	Weekley Homes Llc	60	\$ 21,398.15	\$	1,741.62
2753816	Lilyana Phase 1, Blk B, Lot 14	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753817	Lilyana Phase 1, Blk B, Lot 15	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753818	Lilyana Phase 1, Block B, Lot 16	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753819	Lilyana Phase 1, Blk B, Lot 17	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753820	Lilyana Phase 1, Block B, Lot 18	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61
2753821	Lilyana Phase 1, Block B, Lot 19	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$	2,031.61

Neighborhood Improvement Area #1 Assessment Roll

Parcel	Legal Description	Owner Name	Lot Type	Outstanding Assessment	Annual Installment due 1/31/18
2753822	Lilyana Phase 1, Block B, Lot 20	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753823	Lilyana Phase 1, Blk B, Lot 21	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753824	Lilyana Phase 1, Block B, Lot 22	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753825	Lilyana Phase 1, Block B, Lot 23	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753826	Lilyana Phase 1, Block B, Lot 24	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753827	Lilyana Phase 1, Block B, Lot 25	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753828	Lilyana Phase 1, Block B, Lot 26	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753829	Lilyana Phase 1, Blk B, Lot 27	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753830	Lilyana Phase 1, Blk B, Lot 28	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753831	Lilyana Phase 1, Block B, Lot 29	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753832	Lilyana Phase 1, Block B, Lot 30	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753787	Lilyana Phase 1, Blk C, Lot 1	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753788	Lilyana Phase 1, Block C, Lot 2	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753789	Lilyana Phase 1, Block C, Lot 3	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753790	Lilyana Phase 1, Block C, Lot 4	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753791	Lilyana Phase 1, Block C, Lot 5	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753792	Lilyana Phase 1, Block C, Lot 6	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753793	Lilyana Phase 1, Block C, Lot 7	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753794	Lilyana Phase 1, Block C, Lot 8	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753795	Lilyana Phase 1, Block C, Lot 9	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753796	Lilyana Phase 1, Block C, Lot 10	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753797	Lilyana Phase 1, Block C, Lot 11	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753798	Lilyana Phase 1, Block C, Lot 12	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753799	Lilyana Phase 1, Block C, Lot 13	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753800	Lilyana Phase 1, Block C, Lot 14	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753801	Lilyana Phase 1, Block C, Lot 15	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753802	Lilyana Phase 1, Block C, Lot 16	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753771	Lilyana Phase 1, Block C, Lot 17	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753772	Lilyana Phase 1, Block C, Lot 18	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753773	Lilyana Phase 1, Block C, Lot 19	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753774	Lilyana Phase 1, Block C, Lot 20	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753775	Lilyana Phase 1, Block C, Lot 21	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753776	Lilyana Phase 1, Block C, Lot 22	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753777	Lilyana Phase 1, Block C, Lot 23	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753778	Lilyana Phase 1, Block C, Lot 24	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753779	Lilyana Phase 1, Block C, Lot 25	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753780	Lilyana Phase 1, Block C, Lot 26	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753781	Lilyana Phase 1, Block C, Lot 27	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753782	Lilyana Phase 1, Block C, Lot 28	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753783	Lilyana Phase 1, Block C, Lot 29	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753784	Lilyana Phase 1, Block C, Lot 30	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753785	Lilyana Phase 1, Block C, Lot 31	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753786	Lilyana Phase 1, Block C, Lot 32	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753833	Lilyana Phase 1, Block D, Lot 1	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753834	Lilyana Phase 1, Block D, Lot 2	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753835	Lilyana Phase 1, Block D, Lot 3	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753836	Lilyana Phase 1, Block D, Lot 4	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753837	Lilyana Phase 1, Block D, Lot 5	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753838	Lilyana Phase 1, Block D, Lot 6	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753839	Lilyana Phase 1, Block D, Lot 7	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Neighborhood Improvement Area #1 Assessment Roll

Parcel	Legal Description	Owner Name	Lot Type	Outstanding Assessment	Annual Installment due 1/31/18
2753840	Lilyana Phase 1, Block D, Lot 8	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753841	Lilyana Phase 1, Block D, Lot 9	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753842	Lilyana Phase 1, Block D, Lot 10	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753843	Lilyana Phase 1, Block D, Lot 11	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753844	Lilyana Phase 1, Block D, Lot 12	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753845	Lilyana Phase 1, Block D, Lot 13	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753846	Lilyana Phase 1, Block D, Lot 14	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753847	Lilyana Phase 1, Block D, Lot 15	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753848	Lilyana Phase 1, Block D, Lot 16	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753849	Lilyana Phase 1, Block D, Lot 17	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753850	Lilyana Phase 1, Block D, Lot 18	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753851	Lilyana Phase 1, Block D, Lot 19	Calatlantic Homes Of Texas Inc	70	\$ 24,960.99	\$ 2,031.61
2753852	Lilyana Phase 1, Block D, Lot 20	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753853	Lilyana Phase 1, Block D, Lot 21	American Legend Homes Llc	70	\$ 24,960.99	\$ 2,031.61
2753854	Lilyana Phase 1, Block D, Lot 22	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753855	Lilyana Phase 1, Block D, Lot 23	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753856	Lilyana Phase 1, Block D, Lot 24	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2753857	Lilyana Phase 1, Blk E, Lot 1	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753858	Lilyana Phase 1, Block E, Lot 2	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753859	Lilyana Phase 1, Block E, Lot 3	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753860	Lilyana Phase 1, Block E, Lot 4	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753861	Lilyana Phase 1, Block E, Lot 5	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753862	Lilyana Phase 1, Block E, Lot 6	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753863	Lilyana Phase 1, Blk E, Lot 7	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753864	Lilyana Phase 1, Block E, Lot 8	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753865	Lilyana Phase 1, Block E, Lot 9	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753866	Lilyana Phase 1, Block E, Lot 10	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753867	Lilyana Phase 1, Block E, Lot 11	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753868	Lilyana Phase 1, Block E, Lot 12	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753869	Lilyana Phase 1, Blk E, Lot 13	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753870	Lilyana Phase 1, Block E, Lot 14	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753871	Lilyana Phase 1, Block E, Lot 15	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753872	Lilyana Phase 1, Block E, Lot 16	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753873	Lilyana Phase 1, Block E, Lot 17	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753874	Lilyana Phase 1, Block E, Lot 18	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753875	Lilyana Phase 1, Block E, Lot 19	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753876	Lilyana Phase 1, Block E, Lot 20	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753877	Lilyana Phase 1, Block E, Lot 21	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753878	Lilyana Phase 1, Block E, Lot 22	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753879	Lilyana Phase 1, Block E, Lot 23	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753880	Lilyana Phase 1, Block E, Lot 24	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753881	Lilyana Phase 1, Block E, Lot 25	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753882	Lilyana Phase 1, Block E, Lot 26	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753883	Lilyana Phase 1, Blk F, Lot 1	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753884	Lilyana Phase 1, Block F, Lot 2	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753885	Lilyana Phase 1, Block F, Lot 3	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753886	Lilyana Phase 1, Blk F, Lot 4	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753887	Lilyana Phase 1, Block F, Lot 5	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753888	Lilyana Phase 1, Block F, Lot 6	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753889	Lilyana Phase 1, Block F, Lot 7	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Neighborhood Improvement Area #1 Assessment Roll

Parcel	Legal Description	Owner Name	Lot Type	Outstanding Assessment	Annual Installment due 1/31/18
2753890	Lilyana Phase 1, Block F, Lot 8	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753891	Lilyana Phase 1, Block F, Lot 9	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753892	Lilyana Phase 1, Block F, Lot 10	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753893	Lilyana Phase 1, Block F, Lot 11	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753894	Lilyana Phase 1, Block F, Lot 12	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753895	Lilyana Phase 1, Block F, Lot 13	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753896	Lilyana Phase 1, Block F, Lot 14	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753897	Lilyana Phase 1, Block F, Lot 15	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753898	Lilyana Phase 1, Block F, Lot 16	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753899	Lilyana Phase 1, Block F, Lot 17	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753900	Lilyana Phase 1, Block F, Lot 18	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753901	Lilyana Phase 1, Block F, Lot 19	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753902	Lilyana Phase 1, Block F, Lot 20	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753903	Lilyana Phase 1, Block F, Lot 21	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753904	Lilyana Phase 1, Block F, Lot 22	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753920	Lilyana Phase 1, Blk G, Lot 1	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753921	Lilyana Phase 1, Blk G, Lot 2	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753922	Lilyana Phase 1, Blk G, Lot 3	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753923	Lilyana Phase 1, Blk G, Lot 4	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753924	Lilyana Phase 1, Blk G, Lot 5	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753925	Lilyana Phase 1, Blk G, Lot 6	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753926	Lilyana Phase 1, Blk G, Lot 7	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753927	Lilyana Phase 1, Blk G, Lot 8	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753928	Lilyana Phase 1, Blk G, Lot 9	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753929	Lilyana Phase 1, Blk G, Lot 10	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753930	Lilyana Phase 1, Blk G, Lot 11	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753931	Lilyana Phase 1, Blk G, Lot 12	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753932	Lilyana Phase 1, Blk G, Lot 13	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753933	Lilyana Phase 1, Blk G, Lot 14	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753934	Lilyana Phase 1, Blk G, Lot 15	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753936	Lilyana Phase 1, Block G, Lot 16	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753937	Lilyana Phase 1, Blk G, Lot 17	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753938	Lilyana Phase 1, Block G, Lot 18	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753939	Lilyana Phase 1, Block G, Lot 19	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753940	Lilyana Phase 1, Blk G, Lot 20	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753941	Lilyana Phase 1, Blk G, Lot 21	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753942	Lilyana Phase 1, Block G, Lot 22	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753943	Lilyana Phase 1, Block G, Lot 23	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753944	Lilyana Phase 1, Block G, Lot 24	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753945	Lilyana Phase 1, Block G, Lot 25	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753946	Lilyana Phase 1, Block G, Lot 26	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753947	Lilyana Phase 1, Block G, Lot 27	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753948	Lilyana Phase 1, Block G, Lot 28	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753949	Lilyana Phase 1, Block G, Lot 29	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753950	Lilyana Phase 1, Block G, Lot 30	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753951	Lilyana Phase 1, Block G, Lot 31	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753907	Lilyana Phase 1, Block H, Lot 1	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753908	Lilyana Phase 1, Block H, Lot 2	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753909	Lilyana Phase 1, Block H, Lot 3	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753910	Lilyana Phase 1, Block H, Lot 4	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Neighborhood Improvement Area #1 Assessment Roll

Parcel	Legal Description	Owner Name	Lot Type	Outstanding Assessment	Annual Installment due 1/31/18
2753911	Lilyana Phase 1, Block H, Lot 5	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753912	Lilyana Phase 1, Block H, Lot 6	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753913	Lilyana Phase 1, Block H, Lot 7	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753914	Lilyana Phase 1, Block H, Lot 8	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753915	Lilyana Phase 1, Block H, Lot 9	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753916	Lilyana Phase 1, Block H, Lot 10	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753917	Lilyana Phase 1, Block H, Lot 11	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753918	Lilyana Phase 1, Block H, Lot 12	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753919	Lilyana Phase 1, Block H, Lot 13	Calatlantic Homes Of Texas Inc	60	\$ 21,398.15	\$ 1,741.62
2753953	Lilyana Phase 1, Blk J, Lot 1	Weekley Homes Llc	60	\$ 21,398.15	\$ 1,741.62
2753954	Lilyana Phase 1, Block J, Lot 2	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753955	Lilyana Phase 1, Block J, Lot 3	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753956	Lilyana Phase 1, Block J, Lot 4	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753957	Lilyana Phase 1, Block J, Lot 5	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753958	Lilyana Phase 1, Block J, Lot 6	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753959	Lilyana Phase 1, Block J, Lot 7	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753960	Lilyana Phase 1, Block J, Lot 8	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753961	Lilyana Phase 1, Block J, Lot 9	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753962	Lilyana Phase 1, Block J, Lot 10	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753963	Lilyana Phase 1, Block J, Lot 11	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753964	Lilyana Phase 1, Block J, Lot 12	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753965	Lilyana Phase 1, Block J, Lot 13	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753966	Lilyana Phase 1, Block J, Lot 14	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753967	Lilyana Phase 1, Block J, Lot 15	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753968	Lilyana Phase 1, Block J, Lot 16	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753969	Lilyana Phase 1, Block J, Lot 17	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753970	Lilyana Phase 1, Block J, Lot 18	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83
2753971	Lilyana Phase 1, Block J, Lot 19	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753972	Lilyana Phase 1, Block J, Lot 20	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753973	Lilyana Phase 1, Block J, Lot 21	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753974	Lilyana Phase 1, Block J, Lot 22	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753975	Lilyana Phase 1, Block J, Lot 23	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753977	Lilyana Phase 1, Block K, Lot 1	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753978	Lilyana Phase 1, Block K, Lot 2	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753979	Lilyana Phase 1, Block K, Lot 3	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753980	Lilyana Phase 1, Block K, Lot 4	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753981	Lilyana Phase 1, Block K, Lot 5	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753982	Lilyana Phase 1, Block K, Lot 6	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753983	Lilyana Phase 1, Block K, Lot 7	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753984	Lilyana Phase 1, Block K, Lot 8	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753985	Lilyana Phase 1, Block K, Lot 9	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753986	Lilyana Phase 1, Block K, Lot 10	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753987	Lilyana Phase 1, Block K, Lot 11	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753990	Lilyana Phase 1, Blk K, Lot 12	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753991	Lilyana Phase 1, Blk K, Lot 13	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753992	Lilyana Phase 1, Blk K, Lot 14	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753993	Lilyana Phase 1, Blk K, Lot 15	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753994	Lilyana Phase 1, Blk K, Lot 16	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2753995	Lilyana Phase 1, Blk K, Lot 17	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753996	Lilyana Phase 1, Blk K, Lot 18	American Legend Homes Llc	50	\$ 17,862.19	\$ 1,453.83

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Neighborhood Improvement Area #1 Assessment Roll

Parcel	Legal Description	Owner Name	Lot Type	Outstanding Assessment	Annual Installment due 1/31/18
2753997	Lilyana Phase 1, Blk K, Lot 19	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2753998	Lilyana Phase 1, Blk K, Lot 20	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2753999	Lilyana Phase 1, Blk K, Lot 21	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754000	Lilyana Phase 1, Blk K, Lot 22	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754003	Lilyana Phase 1, Blk L, Lot 1	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2754004	Lilyana Phase 1, Block L, Lot 2	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754005	Lilyana Phase 1, Block L, Lot 3	Wells South Development Phase 1 Llc	70	\$ 24,960.99	\$ 2,031.61
2754006	Lilyana Phase 1, Block L, Lot 4	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754007	Lilyana Phase 1, Block M, Lot 1	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754008	Lilyana Phase 1, Block M, Lot 2	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754009	Lilyana Phase 1, Block M, Lot 3	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754010	Lilyana Phase 1, Block M, Lot 4	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754014	Lilyana Phase 1, Block M, Lot 5	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754015	Lilyana Phase 1, Block M, Lot 6	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754016	Lilyana Phase 1, Block M, Lot 7	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754017	Lilyana Phase 1, Block M, Lot 8	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754018	Lilyana Phase 1, Block M, Lot 9	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754019	Lilyana Phase 1, Block M, Lot 10	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754021	Lilyana Phase 1, Block M, Lot 11	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754022	Lilyana Phase 1, Block M, Lot 12	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754023	Lilyana Phase 1, Block M, Lot 13	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754216	Lilyana Phase 1, Blk M, Lot 14	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754217	Lilyana Phase 1, Block M, Lot 15	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754218	Lilyana Phase 1, Block M, Lot 16	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754219	Lilyana Phase 1, Block M, Lot 17	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754220	Lilyana Phase 1, Block M, Lot 18	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754221	Lilyana Phase 1, Block M, Lot 19	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754222	Lilyana Phase 1, Block M, Lot 20	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754223	Lilyana Phase 1, Block M, Lot 21	Highland Homes-Dallas Llc	50	\$ 17,862.19	\$ 1,453.83
2754224	Lilyana Phase 1, Block M, Lot 22	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754225	Lilyana Phase 1, Block M, Lot 23	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754226	Lilyana Phase 1, Block M, Lot 24	Wells South Development Phase 1 Llc	50	\$ 17,862.19	\$ 1,453.83
2754025	Lilyana Phase 1, Block N, Lot 19	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754026	Lilyana Phase 1, Block N, Lot 20	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754027	Lilyana Phase 1, Block N, Lot 21	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754028	Lilyana Phase 1, Block N, Lot 22	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754029	Lilyana Phase 1, Block N, Lot 23	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754030	Lilyana Phase 1, Block N, Lot 24	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754031	Lilyana Phase 1, Block N, Lot 25	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754032	Lilyana Phase 1, Block N, Lot 26	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754033	Lilyana Phase 1, Block N, Lot 27	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754034	Lilyana Phase 1, Block N, Lot 28	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754035	Lilyana Phase 1, Block N, Lot 29	Wells South Development Phase 1 Llc	60	\$ 21,398.15	\$ 1,741.62
2754051	Lilyana Phase 1, Blk L, Lot 7X	Wells South Development Phase 1 Llc	HOA	\$ 57,900.00	\$ 4,867.58
Total				\$ 6,287,411.36	\$ 511,895.90

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

APPENDIX B-1

Neighborhood Improvement Area #1 Annual Installment by Lot Type										
Lot Type	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	City Contributed Improvements	City Contributed Improvements Credit	Total Installment		
50	\$ 212.90	\$ 1,027.25	\$ 59.42	\$ 32.87	\$ 49.31	\$ 83.81	\$ (11.73)	\$ 1,453.83		
60	\$ 255.05	\$ 1,230.60	\$ 71.18	\$ 39.38	\$ 59.07	\$ 100.40	\$ (14.05)	\$ 1,741.62		
70	\$ 297.51	\$ 1,435.49	\$ 83.04	\$ 45.94	\$ 68.90	\$ 117.12	\$ (16.39)	\$ 2,031.61		
HOA	\$ 750.00	\$ 3,618.75	\$ 209.33	\$ 115.80	\$ 173.70	\$ -	\$ -	\$ 4,867.58		

APPENDIX C

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Wells South Public Improvement District

Service and Assessment Plan

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On July 14, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Celina, Texas (the "**City**") approved Resolution No. 2015-34R, which authorized the creation of the Wells South Public Improvement District (the "**PID**") to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is currently located within the extraterritorial jurisdiction of the City and will be annexed into the corporate limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "**SAP**") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Rolls for the PID are attached hereto as **Appendix A**, **Appendix B**, and **Appendix C** and are addressed in **Section VII** of this SAP. The Special Assessments as shown on the Assessment Rolls are based on the method for establishing and levying the Special Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

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

"**Actual Cost(s)**" means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) 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.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

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

“Annual Installment” means, with respect to the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as **Appendix A**, **Appendix B**, or **Appendix C**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in **Section IV** of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in **Section IV** of this SAP.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, each annual payment of: (i) that portion of each Special Assessment, or Annual Installment thereof, allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Rolls attached hereto as **Appendix A**, **Appendix B**, or **Appendix C**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. In no event shall the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as **Appendix A**, **Appendix B**, or **Appendix C**, (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll included in this SAP as **Appendix A**, **Appendix B**, or **Appendix C**, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act including those listed in **Section III.A** of this SAP.

“City” means the City of Celina, Texas.

“City Certificates of Obligation” has the meaning set forth in **Section IV.G** of this SAP

“City Contributed Major Improvement Assessment Roll” means the document included in this SAP as **Appendix C**, 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 City Certificates of Obligation or in connection with any Annual Service Plan Update.

“City Contributed Major Improvement Credit Amount” means, with respect to each Parcel of Assessed Property, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contributed Major Improvements in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. Such payments are not pledged to the Major Improvement Area Bonds or the Neighborhood Improvement Area #1 Bonds and will not be pledged to future PID Bonds.

“City Contributed Major Improvements” mean those water and sewer improvements described in **Section III.C** of this SAP which benefit all Assessed Property within the PID, constructed and installed in accordance with this SAP, as the same may be amended from time to time, and any Annual Service Plan Update.

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

“Commercial Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in **Section IV.K** of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

“Development Agreement” means that certain "Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property entered into as of April 28, 2015, as amended by that certain "Amended and Restated Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property and approved by the City Council on September 8, 2015, and any future amendments thereto.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, and within the boundaries of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Public Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Public Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

“Indenture” means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

“Major Improvements” means the Public Improvements which benefit all Assessed Property within the PID and are described in **Section III.B.**

“Major Improvement Area” means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on **Table II-B** and as specifically described in **Appendix D** and as depicted in **Appendix E.**

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvement Area Projects are levied.

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

“Major Improvement Area Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

“Major Improvement Area Projects” means the Major Improvement Area's proportionate share of the Major Improvements.

“Neighborhood Improvement Area” means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement Area #1” means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 93.2 acres within the PID and as specifically described in **Appendix D** and as depicted in **Appendix E**.

“Neighborhood Improvement Area #1 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as **Appendix B**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #1 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in **Section III.C**; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Projects” means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in **Section III.B** allocable to Neighborhood Improvement Area #1.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.G**.

“Owner” means Hillwood Enterprises, L.P., a Texas limited partnership, or other entity affiliated with Hillwood Enterprises, L.P.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner’s Association from the Public Improvements benefitting the Owner’s Association Property.

“Owner’s Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners’ 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 County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” means the Wells South Public Improvement District created by the City pursuant to Resolution No. 2015-34R approved July 14, 2015.

“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, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Public Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, or in the Future Neighborhood Improvement Areas.

“Prepayment Costs” mean interest and Administrative Expenses, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

“Prepayment Reserve” has the meaning set forth in **Section IV.J** of this SAP.

“Property” means the approximately 400.524 acres of property depicted and described by metes and bounds on Exhibit A to Resolution No. 2015-34R as adopted by City Council on July 14, 2015 and is legally described in **Appendix D** to this SAP and is depicted in **Table II.A** of this SAP.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

“Public Property” means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

“Residential Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 Assessment Roll and approval of this SAP for the future development of single family residential homes.

“Service and Assessment Plan” or “SAP” means this Wells South Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

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

“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

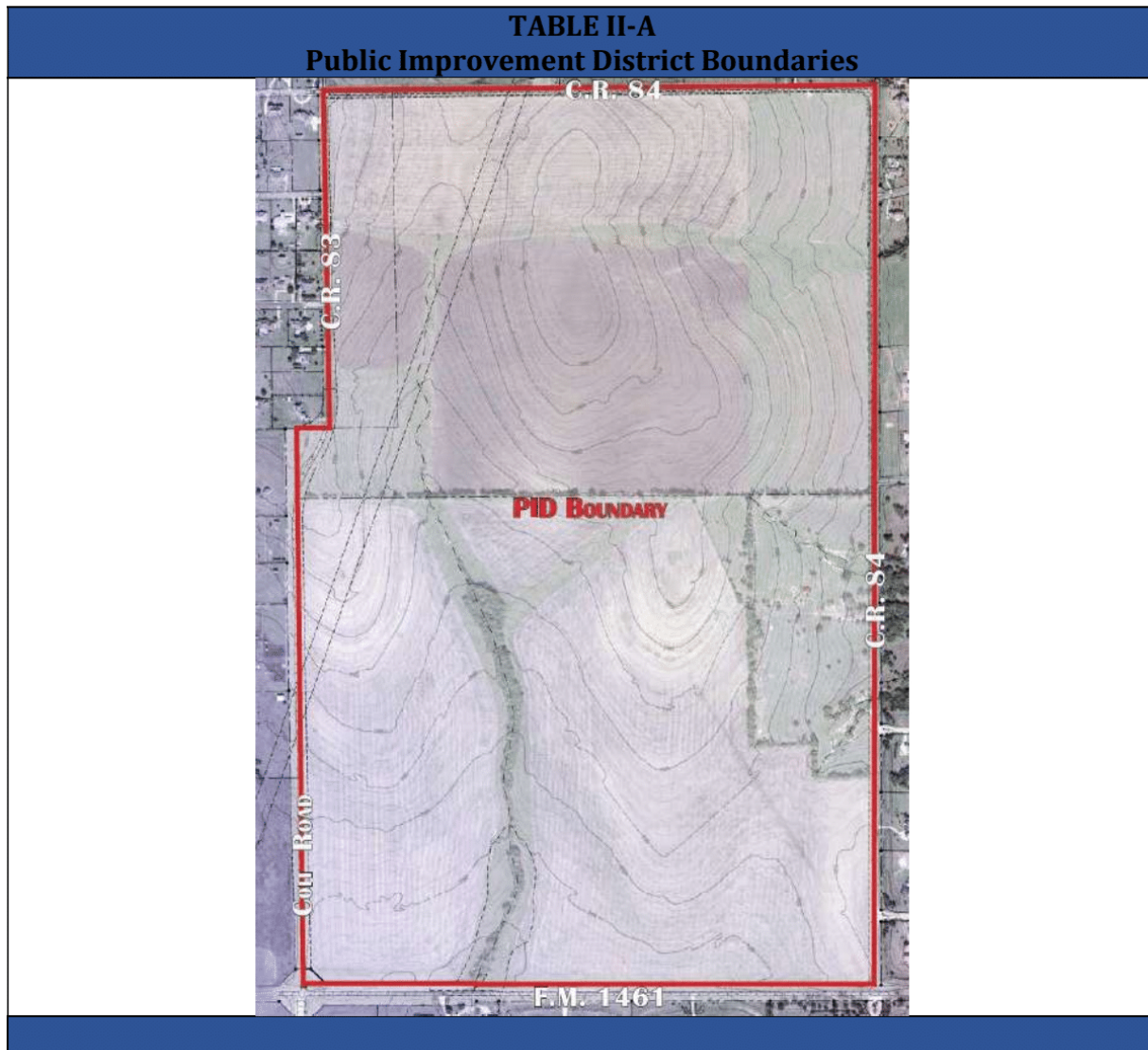
Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is currently located entirely within the City's extraterritorial jurisdiction; but, the Property will be annexed into the City's corporate limits as provided for in the Development Agreement. The PID contains approximately 400.524 acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

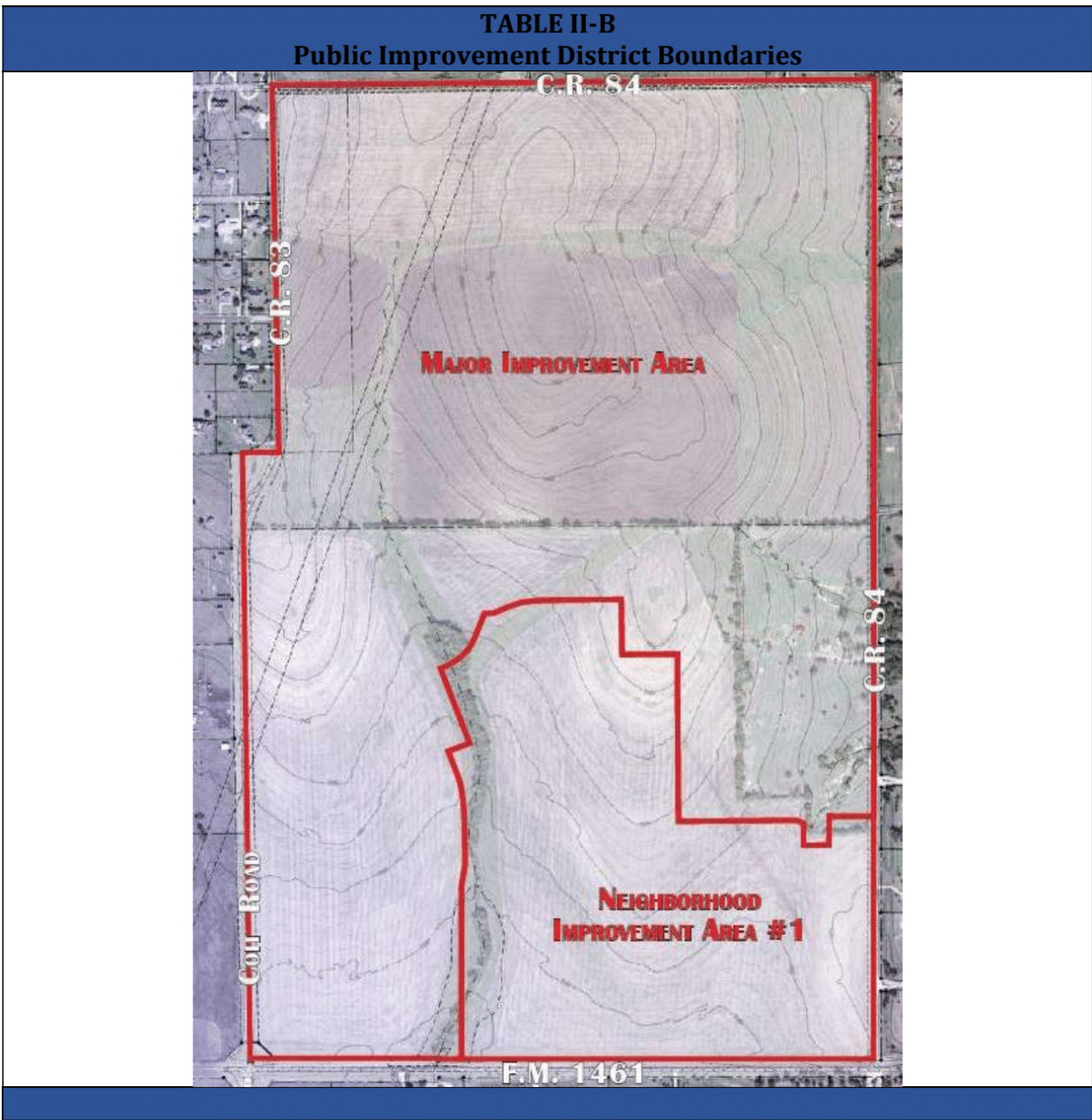
A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix D.



B. Property Located in the Major Improvement Area and Neighborhood Improvement Area #1

The Major Improvement Area consists of approximately 282.0 acres. Neighborhood Improvement Area # 1 consists of approximately 93.2 acres projected to consist of 290 single family residential units, to be developed in one phase and which will be specially benefitted by the Public Improvements described in **Section III.C.**

A map of the property within the PID and Neighborhood Improvement Area #1 is shown in **Table II-B.** Legal descriptions for all Parcels within the PID are included in **Appendix D.**

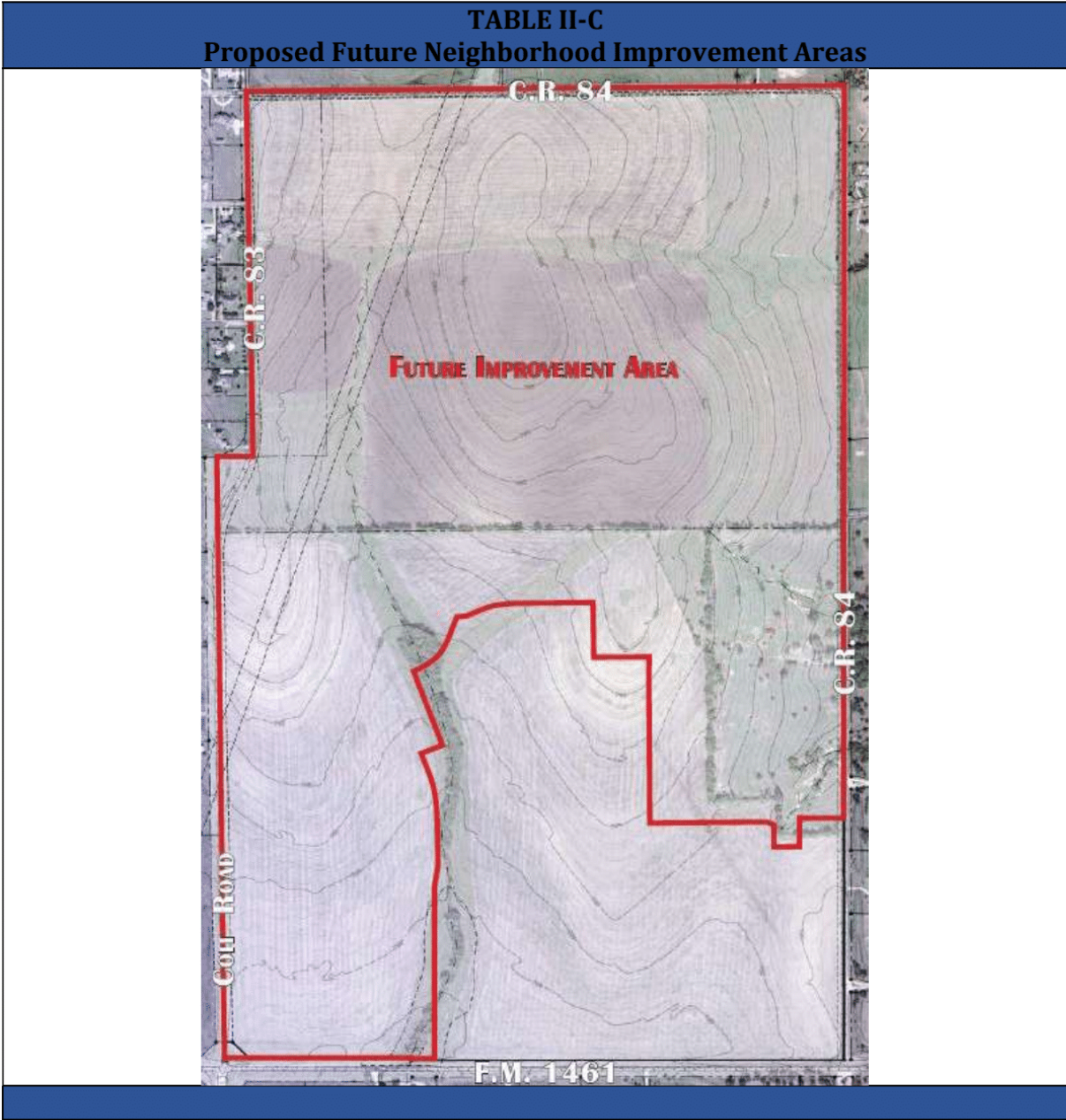


Attachment: Wells South PID SAP Update (Annual Service Plan Update)

C. **Property Included in Future Neighborhood Improvement Areas**

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in **Table II-C**. The Future Neighborhood Improvement Area is shown for illustrative purposes only and is subject to adjustment in the future.



Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) 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 Public Improvements more particularly described in **Section III.B**, **Section III.C** and **Section III.D**. Any change to the list of Public Improvements, including any Future Neighborhood Improvement Area Improvements as described in **Section III.D**, will require the approval of the City.

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds will fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on **Table IV-C**.

The Major Improvements are described below. **Table III-B** shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$6,327,000. The costs shown in **Table III-B** may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are to be funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Developer, all as described herein.

A description of the Major Improvements follows:

- *Road Improvements*
 - The road 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 road improvements will be constructed according to City standards. The cost of the road improvements to be allocated to the Major Improvement Area is \$2,581,000. The cost of the road improvements to be allocated to the Neighborhood Improvements Area #1 is \$210,000.

- *Storm Drainage*
 - The storm drainage improvement portion of the Major Improvements consists of the construction of two detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards. The cost of storm drainage improvements to be allocated to the Major Improvement Area is \$1,599,000. The cost of storm drainage improvements to be allocated to the Neighborhood Improvement Area #1 is \$200,000.
- *Wastewater*
 - The wastewater improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Major Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards. The cost of the wastewater improvements to be allocated to the Major Improvement Area is \$276,000. The cost of the wastewater improvements, to be allocated to the Neighborhood Improvement Area #1 is \$35,000
- *Water*
 - The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be constructed according to City standards. The cost of the water improvements to be allocated to the Major Improvement Area is \$374,000. The cost of the water improvements to be allocated to the Neighborhood Improvement Area #1 is \$47,000
- *Open Space/Trail System*
 - 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 public open space and trail system improvements will be constructed according to City standards. The cost of the open space/trail system improvements to be allocated to the Major Improvement Area is \$60,000. The cost of the open space/trail system improvements to be allocated to the Neighborhood Improvement Area #1 is \$18,000.

Table III-B Major Improvement Costs			
Description	NIA #1	MIA	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 210,000	\$ 2,581,000	\$ 2,791,000
Storm Drainage	200,000	1,599,000	1,799,000
Wastewater	35,000	276,000	311,000
Water	47,000	374,000	421,000
Open Space/Trail System	18,000	60,000	78,000
Soft Costs	102,000	825,000	927,000
Total Authorized Improvements	\$ 612,000	\$ 5,715,000	\$ 6,327,000
Note: Costs provided by Huitt-Zollars Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.			

C. Descriptions and Costs of City Contributed Major Improvements

The costs of the City Contributed Major Improvements are shown in **Table III-C**. The costs shown in **Table III-C** may be revised in an Annual Service Plan Updates. The total costs for the water and sewer improvements described in this Section III-C is \$24,665,630 and the prorated amount of \$2,010,000 of such costs are allocated to the PID as the City Contributed Major Improvements are provided by the City.

Section IV describes the allocation of the Actual Costs of the City Contributed Major Improvements and the assessment methodology for the determining the Special Assessments related to the City Contributed Major Improvements. **Table V-C** shows the amount of funds to be spent by the City on the City Contributed Major Improvements. As provided in the Development Agreement and described in more detail in **Section VI.C**, the City Contributed Major Improvements will be financed by the City and the City will be reimbursed for such expenditures with the sum of each Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits.

A description of the City Contributed Major Improvements follows:

- *Wastewater*
 - The wastewater system portion of the City Contributed Major Improvements based on wastewater system models consists of a combination of sanitary sewer trunk mains of various diameters that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards. The total cost of the City wastewater system improvements is \$10,867,000. The cost of the wastewater system portion of the City Contributed Major Improvements allocated to the Assessed Property is \$916,000.

- *Water*
 - The water distribution system portion of the City Contributed Major Improvements based on the water models consists of a combination of trunk main of various diameters that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards. The total cost of the City water system improvements is \$9,182,000. The cost of the water distribution system portion of the City Contributed Major Improvements allocated to the Assessed Property is \$911,000.

Table III-C City Contributed Major Improvement Costs			
Description	NIA #1	MIA	Total
<i>PID Benefit of Authorized Improvements</i>			
Wastewater	\$ 215,000	\$ 701,000	\$ 916,000
Water	214,000	697,000	911,000
Contingency	43,000	140,000	183,000
Total PID Benefit of Authorized Improvements	\$ 472,000	\$ 1,538,000	\$ 2,010,000

Note: Costs provided by City staff. The figures shown in Table III-C may be revised in an Annual Service Plan Updates.

D. Descriptions and Costs of Neighborhood Improvement Area #1 Improvements

The Neighborhood Improvement Area #1 Improvements are described below. **Table III-D** shows the estimated Actual Costs to construct the Neighborhood Improvement Area #1 Improvements are \$4,545,000 and are distinct from Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #1 Bonds will only fund the Neighborhood Improvement Area #1 Projects which benefit Neighborhood Improvement Area #1 Assessed Property. The Actual Costs shown in **Table III-D** may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Improvements are to be funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein and from funds contributed by the Developer.

A description of the Neighborhood Improvement Area #1 Improvements follows:

- *Road Improvements*
 - The road 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 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 road improvements will be constructed according to City standards. The cost of these road improvements is \$2,241,000.
- *Wastewater*
 - 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 will be constructed according to City standards. The cost of these wastewater improvements is \$546,000
- *Water*
 - The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements will be constructed according to City standards. The cost of these water improvements is \$568,000.
- *Public Open Space and Trail Systems*
 - The public open space and trail system improvement portion of the Neighborhood Improvement Area #1 Improvements consists of certain public open space and trail systems as described in the Development Agreement. The public open space and trail system improvements will be constructed according to City standards. The cost for the public open space and trail system improvements is \$150,000.

Table III-D Costs of Neighborhood Improvement Area #1 Projects			
Description	Major	Onsite	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 210,000	\$ 2,031,000	\$ 2,241,000
Storm Drainage	200,000	-	200,000
Wastewater	35,000	511,000	546,000
Water	47,000	521,000	568,000
Open Space/Trail System	18,000	132,000	150,000
Soft Costs	102,000	738,000	840,000
Total Authorized Improvements	\$ 612,000	\$ 3,933,000	\$ 4,545,000
Note: Costs provided by Huitt-Zollars Engineering. The figures shown in Table III-D may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.			

E. 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-E** 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.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-C details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. **Table IV-D** details the allocation of costs of the City Contributed Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. The Annual Installments Allocable to the City Contributed Major Improvements are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property in the same manner using the allocation percentages calculated in **Table IV-C**. **Table IV-E** details the allocation of costs of the Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the City Contributed Major Improvements, and the Neighborhood Improvement Area #1 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, the City Contributed Major Improvements, and Neighborhood Improvement Area #1 Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP. As a result, this SAP will need to be amended by the City Council, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property.

When the City Council approved this SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the Assessed Property, and the Neighborhood Improvement Area #1 Improvements through the PID is beneficial to the City and the Assessed Property. Accordingly, the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the Assessed Property, and the Neighborhood Improvement Area #1 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Actual Costs of Major Improvements

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-C**. The costs detailed in **Table IV-C** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C					
Cost Allocation of Major Improvements					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,791,000	8%	\$ 210,000	92%	\$ 2,581,000
Storm Drainage	1,799,000	11%	200,000	89%	1,599,000
Wastewater	311,000	11%	35,000	89%	276,000
Water	421,000	11%	47,000	89%	374,000
Open Space/Trail System	78,000	23%	18,000	77%	60,000
Subtotal	\$ 5,400,000		\$ 510,000		\$ 4,890,000
Soft Costs	\$ 927,000	11%	\$ 102,000	89%	\$ 825,000
Total Authorized Improvements	\$ 6,327,000		\$ 612,000		\$ 5,715,000

(a) See Table III-B for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

D. Allocation of Actual Costs of City Contributed Major Improvements

The City Contributed Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and to the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the City Contributed Major Improvements have been calculated by the City and are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-D**. The costs detailed in **Table IV-D** represent only estimates and are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-D Cost Allocation of City Contributed Major Improvements					
Authorized Improvement	Total Cost (a)	MIA Major Improvements		NIA #1 Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Wastewater	\$ 916,000	77%	\$ 701,000	23%	\$ 215,000
Water	911,000	77%	697,000	23%	214,000
Contingency	183,000	77%	140,000	23%	43,000
Total Authorized Improvements	\$ 2,010,000		\$ 1,538,000		\$ 472,000

(a) See Table III-C for details.

E. Allocation of Actual Costs of Neighborhood Improvement Area #1 Projects

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in **Section IV.C** above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-E**. The costs detailed in **Table IV-E** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E Cost Allocation of Neighborhood Improvement Area #1 Projects					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,241,000	9%	\$ 210,000	91%	\$ 2,031,000
Storm Drainage	200,000	100%	200,000	0%	-
Wastewater	546,000	6%	35,000	94%	511,000
Water	568,000	8%	47,000	92%	521,000
Open Space/Trail System	150,000	12%	18,000	88%	132,000
Subtotal	\$ 3,705,000		\$ 510,000		\$ 3,195,000
Soft Costs	\$ 840,000	12%	\$ 102,000	88%	\$ 738,000
Total Authorized Improvements	\$ 4,545,000		\$ 612,000		\$ 3,933,000

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

F. Allocation of Actual Costs of Future Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g. **Table IV-F** will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

G. Special Assessment Methodology

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

- *Assessment Methodology for Major Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. **Table IV-G.1** summarizes the allocation of the Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property.

Based on the costs provided by the Owner for the Public Improvements, the City Council has determined that the benefit to the Assessed Property from the Public Improvements is at least equal to the Special Assessments levied on the Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as **Appendix A**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.1** summarizes the initial allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council. This SAP will be modified by the City Council as appropriate based on the actual amount of Major Improvement Area Bonds that are sold.

Table IV-G.1 Major Improvement Area Special Assessment Allocation									
	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual Installment (1 st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)	
Phase 2	50'	68	\$ 24,550,788	\$ 423,609	\$ 39,112	\$ 6,230	\$ 575	\$ 0.16	
	60'	115	\$ 49,373,985	\$ 851,918	\$ 78,659	\$ 7,408	\$ 684	\$ 0.16	
	70'	44	\$ 22,099,352	\$ 381,311	\$ 35,207	\$ 8,666	\$ 800	\$ 0.16	
	HOA			\$ 16,736	\$ 4,058				
	Subtotal	227	\$ 96,024,125	\$ 1,673,573	\$ 157,035				
Phase 3	50'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	60'	154	\$ 69,115,816	\$ 1,192,551	\$ 109,971	\$ 7,744	\$ 714	\$ 0.16	
	70'	99	\$ 51,792,642	\$ 893,650	\$ 82,408	\$ 9,027	\$ 832	\$ 0.16	
	HOA			\$ 21,073	\$ 5,352				
	Subtotal	253	\$ 120,908,458	\$ 2,107,273	\$ 197,730				
Phase 4	50'	145	\$ 56,452,560	\$ 974,054	\$ 89,969	\$ 6,718	\$ 620	\$ 0.16	
	60'	80	\$ 37,362,000	\$ 644,658	\$ 59,544	\$ 8,058	\$ 744	\$ 0.16	
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	HOA			\$ 16,351	\$ 3,909				
	Subtotal	225	\$ 93,814,560	\$ 1,635,063	\$ 153,422				
Phase 5	50'	112	\$ 45,109,792	\$ 778,342	\$ 71,837	\$ 6,949	\$ 641	\$ 0.16	
	60'	88	\$ 42,484,992	\$ 733,052	\$ 67,657	\$ 8,330	\$ 769	\$ 0.16	
	70'	41	\$ 23,105,550	\$ 398,672	\$ 36,795	\$ 9,724	\$ 897	\$ 0.16	
	TH	135	\$ 33,750,000	\$ 582,335	\$ 53,747	\$ 4,314	\$ 398	\$ 0.16	
	Area F	53,143	\$ 6,111,468	\$ 105,450	\$ 9,732	\$ 1.98	\$ 0.18	\$ 0.16	
	HOA			\$ 26,241	\$ 6,456				
	Subtotal	376	\$ 150,561,802	\$ 2,624,092	\$ 246,225				
Total		1,081	\$ 461,308,945	\$ 8,040,000	\$ 754,412				

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 7.5% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$30,000 increasing at 2.0% per year.

- Assessment Methodology for City Contributed Major Improvements

For purpose of this SAP, the City Council has determined that the Actual Costs of the City Contributed Major Improvements to be financed with the Annual Installment Allocable to the City Contributed Major Improvements shall be allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area and Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. The Annual Installment Allocable to the City Contributed Major Improvements is part of the Annual Installment of the Special Assessment levied against the Assessed Property. In no event will the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

Based on the costs for the City Contributed Major Improvements, the City Council has determined that the benefit to the Assessed Property from the City Contributed Major Improvements is at least equal to the Special Assessments related to City Contributed Major Improvements levied on the Assessed Property.

As provided in the Development Agreement, the City will finance the Actual Costs, as estimated in **Table III-C**, of the City Contributed Major Improvements from a portion of the proceeds from the issuance and sale of its “City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015” and any other certificates of obligation issued from time to time by the City to the extent a portion of the proceeds of such certificates of obligation are dedicated to fund a portion of the costs of the City Contributed Major Improvements (collectively, the “**City Certificates of Obligation**”). The City will be reimbursed for such Actual Costs of the City Contributed Major Improvements from the collection of the Annual Installments Allocable to the City Contributed Major Improvements. In accordance with the Development Agreement, the Annual Installment Allocable to the City Contributed Major Improvements will be offset each year by the City Contributed Major Improvement Credit Amount. The offset credit provided by the City Contributed Major Improvement Credit Amount will be calculated as described below in **Section VI.C**.

The Special Assessments and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvements, for each Parcel or Lot is shown on the Assessment Roll, attached as **Appendix C**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act.

- *Assessment Methodology for Neighborhood Improvement Area #1*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #1 Projects to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #1. **Table IV-G.2** summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area Public Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as **Appendix B**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.2** summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council. This SAP will be modified by the City Council as appropriate based on the actual amount of Neighborhood Improvement Area #1 Bonds that are sold.

Table IV-G.2 Neighborhood Improvement Area #1 Special Assessment Allocation									
	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent	
								Tax Rate (per \$100/AV)	
Phase 1	50'	96	\$ 32,545,536	\$ 1,595,207	\$ 136,939	\$ 16,617	\$ 1,426	\$ 0.42	
	60'	111	\$ 45,080,097	\$ 2,209,584	\$ 189,680	\$ 19,906	\$ 1,709	\$ 0.42	
	70'	83	\$ 39,321,084	\$ 1,927,308	\$ 165,448	\$ 23,221	\$ 1,993	\$ 0.42	
	HOA			\$ 57,900	\$ 4,970				
	Total	290	\$ 116,946,717	\$ 5,790,000	\$ 497,037				

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 6.25% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$30,000 increasing at 2.0% per year.

- *Assessment Methodology for Future Neighborhood Improvement Areas*

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

H. **Special Assessment and Annual Installments**

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Contributed Major Improvements will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll and according to the Neighborhood Improvement Area #1 Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds, as well as the Annual Installments Allocable to the City Contributed Major Improvements will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll, subject to revisions made during an Annual Service Plan Update.

I. 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, and the City Contributed Major Improvement Assessment Roll shown on **Appendix A**, **Appendix B** and **Appendix C**, respectively, which are subject to revision through Annual Service Plan Updates.

J. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "Excess Interest Rate"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in **Section IV.K** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.L** below.

K. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the "**Prepayment Reserve**"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

L. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture.

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 36 months for the Major Improvement Area Projects to be constructed. It is anticipated that it will take approximately 18 months for the Neighborhood Improvement Area #1 Projects to be constructed.

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 \$8,040,000 as shown in **Table V-A**. The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$5,790,000 as shown in **Table V-B**. The Actual Costs for the City Contributed Major Improvements plus costs related to the financing of the City Contributed Major Improvements is \$2,120,000 as shown in **Table V-C**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating Assessment Roll shown on **Appendix A**, **Appendix B**, and **Appendix C**. Any update to this SAP is herein referred to as an “Annual Service Plan Update.”

Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in **Table V-B** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-C summarizes the sources and uses of funds required to construct the City Contributed Major Improvements allocable to the PID. The sources and uses of funds shown in **Table V-C** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs.

Table V-A Major Improvement Area Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 8,040,000
Owner Contribution (a)	-
	<u>\$ 8,040,000</u>
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$ 5,715,000
Developer's Counsel/SAP/Appraisal	98,829
	<u>\$ 5,813,829</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 653,930
Capitalized Interest (d)	1,020,075
Additional Proceeds	2,448
	<u>\$ 1,676,453</u>
Cost of Issuance:	<u>\$ 336,598</u>
Underwriter's Discount/Underwriter' Counsel (e):	<u>\$ 213,121</u>
	<u>\$ 8,040,000</u>
(a) Owners will fund all costs not covered by the PID Bonds.	
(b) See Table III-B and Table IV-C for details.	
(c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service.	
(d) The PID Bonds will include 18 months of capitalized interest.	
(e) The PID Bonds will have a 2.58% Underwriter's Discount and Underwriter's Counsel Fee.	

Table V-B Neighborhood Improvement Area #1 Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 5,790,000
Owner Contribution (a)	-
	<u>\$ 5,790,000</u>
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$ 4,545,000
Developer's Counsel/SAP/Appraisal	71,171
	<u>\$ 4,616,171</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 412,100
Capitalized Interest (d)	357,247
Additional Proceeds	-
	<u>\$ 769,347</u>
Cost of Issuance:	<u>\$ 251,002</u>
Underwriter's Discount/Underwriter' Counsel (e):	<u>\$ 153,479</u>
	<u>\$ 5,790,000</u>
(a) Owners will fund all costs not covered by the PID Bonds.	
(b) See Table III-D and Table IV-E for details.	
(c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service.	
(d) The PID Bonds will include 18 months of capitalized interest.	
(e) The PID Bonds will have a 2.58% Underwriter's Discount and Underwriter's Counsel Fee.	

Table V-C City Contributed Major Improvements Sources and Uses of Funds	
Sources of Funds	
Gross Share of City Certificates of Obligation	<u>\$ 2,120,000</u>
Uses of Funds	
Authorized Improvements (a)	<u>\$ 2,010,000</u>
Financing Costs:	<u>\$ 110,000</u>
	<u>\$ 2,120,000</u>
(a) See Table III-C and IV-D for details.	

The projected Annual Installments for the first five years after the approval of this SAP for the Major Improvement Area Bonds are presented in **Table V-D**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-D Major Improvement Area Bonds Projected Annual Installments										
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments	
2016	\$ -	\$ 417,075	\$ 30,000	\$ -	\$ -	\$ 27,805	\$ -	\$ (417,075)	\$	57,805
2017	\$ -	\$ 603,000	\$ 30,600	\$ -	\$ -	\$ 40,200	\$ -	\$ (603,000)	\$	70,800
2018	\$ 80,000	\$ 603,000	\$ 31,212	\$ 16,080	\$ 24,120	\$ -	\$ -	\$ -	\$	754,412
2019	\$ 85,000	\$ 597,000	\$ 31,836	\$ 15,920	\$ 23,880	\$ -	\$ -	\$ -	\$	753,636
2020	\$ 95,000	\$ 590,625	\$ 32,473	\$ 15,750	\$ 23,625	\$ -	\$ -	\$ -	\$	757,473
2021	\$ 100,000	\$ 583,500	\$ 33,122	\$ 15,560	\$ 23,340	\$ -	\$ -	\$ -	\$	755,522
Total	\$ 360,000	\$ 3,394,200	\$ 189,244	\$ 63,310	\$ 94,965	\$ 68,005	\$ -	\$ (1,020,075)	\$	3,149,649

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 7.5% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #1 Bonds are presented in **Table V-E**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-E Neighborhood Improvement Area #1 Bonds Projected Annual Installments										
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments	
2016	\$ -	\$ 250,297	\$ 30,000	\$ -	\$ -	\$ 20,024	\$ -	\$ (250,297)	\$	50,024
2017	\$ -	\$ 361,875	\$ 30,600	\$ -	\$ -	\$ 28,950	\$ -	\$ (106,951)	\$	314,474
2018	\$ 75,000	\$ 361,875	\$ 31,212	\$ 11,580	\$ 17,370	\$ -	\$ -	\$ -	\$	497,037
2019	\$ 80,000	\$ 357,188	\$ 31,836	\$ 11,430	\$ 17,145	\$ -	\$ -	\$ -	\$	497,599
2020	\$ 85,000	\$ 352,188	\$ 32,473	\$ 11,270	\$ 16,905	\$ -	\$ -	\$ -	\$	497,835
2021	\$ 90,000	\$ 346,875	\$ 33,122	\$ 11,100	\$ 16,650	\$ -	\$ -	\$ -	\$	497,747
Total	\$ 330,000	\$ 2,030,297	\$ 189,244	\$ 45,380	\$ 68,070	\$ 48,974	\$ -	\$ (357,247)	\$	2,354,717

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.25% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

The projected Annual Installment Allocable to the City Contributed Major Improvements for the first five years after the approval of this SAP for the City Contributed Major Improvements is presented in **Table V-F**.

Table V-F City Contributed Major Improvements Projected Annual Installments				
Period Ending Sept. 30	Principal Payments	Interest Expense	Annual PID Installments	
2016	\$ -	\$ 102,552	\$	102,552
2017	\$ 80,000	\$ 90,483	\$	170,483
2018	\$ 85,000	\$ 88,520	\$	173,520
2019	\$ 85,000	\$ 86,189	\$	171,189
2020	\$ 90,000	\$ 83,617	\$	173,617
2021	\$ 100,000	\$ 80,603	\$	180,603
Total	\$ 440,000	\$ 531,963	\$	971,963
Note: The projected annual installments are based on debt service estimates with an average 4.11% interest rate and a 20-year term for the initial series of Certificates of Obligation. The projected annual installments will be reduced by the City Contributed Major Improvement Credit as described in Section VI.C.				

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels Located Within the Major Improvement Area

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in **Appendix A**. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) the Major Improvement Area's portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, (iii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iv) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (v) to cover the Administrative Expenses of the Major Improvement Area.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within Neighborhood Improvement Area #1

The Special Assessments and Annual Installments for each Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in **Appendix B**. The Special 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 #1 Bonds, (ii) the Neighborhood Improvement Area #1's portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, (iii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #1 Bonds, (iv) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (v) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. Amount of Assessments and Annual Installments Reduced by City Contributed Major Improvement Credit Amount

The Special Assessments and Annual Installments for the Assessed Property related to the City Contributed Major Improvements are shown on the City Contributed Major Improvement Assessment Roll in **Appendix C**. The Annual Installments for each Parcel shall be calculated by taking into consideration any credit to the Annual Installment Allocable to the City Contributed Major Improvements owed to a Parcel for a particular year representing the annual City Contributed Major Improvement Credit Amount applied first on a Parcel-by-Parcel basis then for multiple parcels owned by a single developer or ownership group as further described below. In no event shall the Annual Installment

Allocable to City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation funding such improvements.

In a given year, the City Contributed Major Improvement Credit Amount prevents the Owner of Assessed Property from paying both ad valorem taxes on the Assessed Property, which supports the payment of debt service on the City Certificates of Obligation including the portion used to initially finance the City Contributed Major Improvements, and an Annual Installment Allocable to the City Contributed Major Improvements for the Actual Costs of the City Contributed Major Improvements. The City Council has determined that financing the City Contributed Major Improvements with the City Certificates of Obligation, rather than solely through PID Bonds, will provide an overall cost-savings for the City Contributed Major Improvements.

The annual City Contributed Major Improvement Credit Amount shall be calculated as follows:

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

Allocable to the City Contributed Major Improvements not reduced to zero by the Parcel-by-Parcel credit.

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

D. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments for Parcels Located Within the Major Improvement Area and Neighborhood Improvement Area #1

- *Upon Division Prior to Recording of Subdivision Plat*

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix E** ("the Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on **Table IV-G.1** and **Table IV-G.2** for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. For example, as shown for Phase 2 on **Table IV-G.1**, it includes 68 50' Lots, 115 60' Lots and 44 70' Lots, as well as the Owner's Association Special Assessment Allocation. Accordingly, the Special Assessment for the phase 2 Parcel is \$1,673,573, (\$423,609 + \$851,918 + \$381,311 + \$16,736). As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to **Table IV-G.1** and **Table IV-G.2**.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1** and **Table IV-G.2**.

- *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-G.1** and **Table IV-G.2**, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1** and **Table IV-G.2**.

- *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

- *Upon Change from a Commercial Parcel to a Residential Parcel*

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

F. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

G. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

H. Reduction of Special Assessments

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

I. Payment of Special Assessments

- *Payment in Full*
 - The Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

- If an Annual Installment, including the Annual Installment Allocable to the City Contributed Major Improvements, has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
 - Upon payment in full of a Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvement, thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
 - At the option of a Parcel or Lot owner, the Special Assessment, which includes the Annual Installment Allocable to the City Contributed Major Improvements, on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.
- *Payment of Annual Installments*
 - If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments, which include Annual Installments Allocable to the City Contributed Major Improvements, each year in the amounts shown in the applicable Assessment Roll and which includes interest on the outstanding Special Assessment and Administrative Expenses.
 - The Annual Installments, including Annual Installments Allocable to the City Contributed Major Improvements, as listed on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll, have been calculated assuming a weighted average interest rate on the Major Improvement Area Bonds of 7.5%, a weighted average interest rate on the Neighborhood Improvement Area #1 Bonds of 6.25%, and assumed interest rates on the City Certificates of Obligation. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City

Contributed Major Improvement Assessment Roll, except pursuant to any amendment or update to this SAP.

- The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds or City Certificates of Obligation and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by application of any applicable City Contributed Major Improvement Credit Amount.
- The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, shall adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

J. 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. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

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

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017.

K. Surplus Funds Remaining in the Major Improvement Area Bond Account

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.H** of this SAP.

L. 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 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.H** of this SAP.

Section 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 Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. **Table VII-A** summarizes the \$8,040,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, the costs of the PID formation, 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 Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$8,040,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A Major Improvement Area Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Major Improvement Area Projects</i>	
Total Authorized Improvements	\$ 5,715,000
<i>PID Formation/Bond Cost of Issuance</i>	
Developer's Counsel/SAP/Appraisal	\$ 98,829
Reserve Fund	653,930
Capitalized Interest	1,020,075
Additional Proceeds	2,448
Underwriter's Discount/Financial Advisor Fee	213,121
Cost of Issuance	336,598
PID Formation/Bond Cost of Issuance	\$ 2,325,000
Total Special Benefit	\$ 8,040,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 8,040,000
Projected Special Assessment	8,040,000
Excess Benefit	\$ -
(a) See Table III-B for details.	

B. Neighborhood Improvement Area #1 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. **Table VII-B** summarizes the \$5,790,000 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Projects, the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$5,790,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$5,790,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix B**.

Table VII-B Neighborhood Improvement Area #1 Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Neighborhood Improvement Area #1 Projects</i>	
Total Authorized Improvements	\$ 4,545,000
<i>PID Formation/Bond Cost of Issuance</i>	
Developer's Counsel/SAP/Appraisal	\$ 71,171
Reserve Fund	412,100
Capitalized Interest	357,247
Additional Proceeds	-
Underwriter's Discount/Financial Advisor Fee	153,479
Cost of Issuance	251,002
PID Formation/Bond Cost of Issuance	\$ 1,245,000
Total Special Benefit	\$ 5,790,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 5,790,000
Projected Special Assessment	5,790,000
Excess Benefit	\$ -
(a) See Table III-D for details.	

C. City Contributed Major Improvement Assessment Roll

The City Council has evaluated each Parcel benefited by the City Contributed Major Improvements (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

Table VII-C summarizes the \$2,120,000 in special benefit received by the Major Improvement Area from the City Contributed Major Improvement funds, the costs of the formation, and the issuance costs. The City Contributed Major Improvement Area Assessment Roll is attached hereto as **Appendix C**.

Table VII-C City Contributed Major Improvement Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>City Contributed Improvements</i>	
Total Authorized Improvements	\$ 2,010,000
<i>PID Formation/Bond Cost of Issuance</i>	
Financing Costs	\$ 110,000
PID Formation/Bond Cost of Issuance	\$ 110,000
Total Special Benefit	\$ 2,120,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 2,120,000
Projected Special Assessment	2,120,000
Excess Benefit	\$ -
(a) See Table III-C for details.	

D. 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).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) the credits or offsets of the Annual Installments Allocable to the City Contributed Major Improvements by the City Contributed Major Improvement Credit Amount applied as described in **Section VI.C**; (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by **Section VI.I** of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Certificates of Obligation on which the Annual Installments shall be paid, any reduction in the Major Improvement Area Special Assessments or Neighborhood Improvement Area #1 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, and the City Certificates of Obligation and Owner funds.

Section IX

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

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

B. Termination of Assessments

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

C. Amendments

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

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

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

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

Appendix A

Major Improvement Area Assessment Roll

Appendix A Special Assessment by Parcel					
Parcel	Owner	Estimated Assessable Units	PID Bond Special Assessment	Equivalent Tax Rate	
2122501	Hillwood Communities	177	\$ 1,356,178	\$	0.16
965735	Hillwood Communities	186	\$ 1,339,067	\$	0.16
965726	Hillwood Communities	392	\$ 2,945,337	\$	0.16
965771	Hillwood Communities	127	\$ 1,075,679	\$	0.16
1498472	Hillwood Communities	64	\$ 1,243,340	\$	0.16
HOA	Hillwood Communities	-	\$ 80,400		
Totals		946	\$ 8,040,000		
Note: Preliminary and subject to change					

Appendix A-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 417,075	\$ 417,075	\$ -	\$ -	\$ 27,805	\$ -	\$ (417,075)	\$ 57,805
09/01/17	\$ -	\$ 603,000	\$ 603,000	\$ -	\$ -	\$ 40,200	\$ -	\$ (603,000)	\$ 70,800
09/01/18	\$ 80,000	\$ 603,000	\$ 683,000	\$ 16,080	\$ 24,120	\$ -	\$ -	\$ -	\$ 754,412
09/01/19	\$ 85,000	\$ 597,000	\$ 682,000	\$ 15,920	\$ 23,880	\$ -	\$ -	\$ -	\$ 753,636
09/01/20	\$ 95,000	\$ 590,625	\$ 685,625	\$ 15,750	\$ 23,625	\$ -	\$ -	\$ -	\$ 757,473
09/01/21	\$ 100,000	\$ 583,500	\$ 683,500	\$ 15,560	\$ 23,340	\$ -	\$ -	\$ -	\$ 755,522
09/01/22	\$ 105,000	\$ 576,000	\$ 681,000	\$ 15,360	\$ 23,040	\$ -	\$ -	\$ -	\$ 753,185
09/01/23	\$ 115,000	\$ 568,125	\$ 683,125	\$ 15,150	\$ 22,725	\$ -	\$ -	\$ -	\$ 755,461
09/01/24	\$ 125,000	\$ 559,500	\$ 684,500	\$ 14,920	\$ 22,380	\$ -	\$ -	\$ -	\$ 756,950
09/01/25	\$ 135,000	\$ 550,125	\$ 685,125	\$ 1,285	\$ 35,390	\$ -	\$ -	\$ -	\$ 757,653
09/01/26	\$ 145,000	\$ 540,000	\$ 685,000	\$ -	\$ 36,000	\$ -	\$ -	\$ -	\$ 757,570
09/01/27	\$ 155,000	\$ 529,125	\$ 684,125	\$ -	\$ 35,275	\$ -	\$ -	\$ -	\$ 756,701
09/01/28	\$ 195,000	\$ 517,500	\$ 712,500	\$ -	\$ 6,225	\$ -	\$ -	\$ -	\$ 756,772
09/01/29	\$ 215,000	\$ 502,875	\$ 717,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,683
09/01/30	\$ 230,000	\$ 486,750	\$ 716,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,334
09/01/31	\$ 245,000	\$ 469,500	\$ 714,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 754,876
09/01/32	\$ 265,000	\$ 451,125	\$ 716,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 757,309
09/01/33	\$ 280,000	\$ 431,250	\$ 711,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 753,257
09/01/34	\$ 300,000	\$ 410,250	\$ 710,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 753,097
09/01/35	\$ 325,000	\$ 387,750	\$ 712,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,454
09/01/36	\$ 345,000	\$ 363,375	\$ 708,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 752,953
09/01/37	\$ 370,000	\$ 337,500	\$ 707,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 752,970
09/01/38	\$ 400,000	\$ 309,750	\$ 709,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,129
09/01/39	\$ 425,000	\$ 279,750	\$ 704,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 752,057
09/01/40	\$ 460,000	\$ 247,875	\$ 707,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,128
09/01/41	\$ 490,000	\$ 213,375	\$ 703,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 752,593
09/01/42	\$ 530,000	\$ 176,625	\$ 706,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,828
09/01/43	\$ 565,000	\$ 136,875	\$ 701,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 753,082
09/01/44	\$ 610,000	\$ 94,500	\$ 704,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,731
09/01/45	\$ 650,000	\$ 48,750	\$ 698,750	\$ -	\$ -	\$ -	\$ (653,930)	\$ -	\$ 98,095
Totals	\$ 8,040,000	\$ 12,582,450	\$ 20,622,450	\$ 110,025	\$ 276,000	\$ 68,005	\$ (653,930)	\$ (1,020,075)	\$ 20,619,517

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 7.5% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-2
Annual Installments - Parcel No. 2122501

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 70,352	\$ 70,352	\$ -	\$ -	\$ 4,690	\$ -	\$ (70,352)	\$ 9,750
09/01/17	\$ -	\$ 101,713	\$ 101,713	\$ -	\$ -	\$ 6,781	\$ -	\$ (101,713)	\$ 11,942
09/01/18	\$ 13,494	\$ 101,713	\$ 115,208	\$ 2,712	\$ 4,069	\$ -	\$ -	\$ -	\$ 127,253
09/01/19	\$ 14,338	\$ 100,701	\$ 115,039	\$ 2,685	\$ 4,028	\$ -	\$ -	\$ -	\$ 127,122
09/01/20	\$ 16,024	\$ 99,626	\$ 115,650	\$ 2,657	\$ 3,985	\$ -	\$ -	\$ -	\$ 127,770
09/01/21	\$ 16,868	\$ 98,424	\$ 115,292	\$ 2,625	\$ 3,937	\$ -	\$ -	\$ -	\$ 127,441
09/01/22	\$ 17,711	\$ 97,159	\$ 114,870	\$ 2,591	\$ 3,886	\$ -	\$ -	\$ -	\$ 127,046
09/01/23	\$ 19,398	\$ 95,831	\$ 115,229	\$ 2,555	\$ 3,833	\$ -	\$ -	\$ -	\$ 127,430
09/01/24	\$ 21,085	\$ 94,376	\$ 115,461	\$ 2,517	\$ 3,775	\$ -	\$ -	\$ -	\$ 127,681
09/01/25	\$ 22,772	\$ 92,794	\$ 115,566	\$ 217	\$ 5,970	\$ -	\$ -	\$ -	\$ 127,800
09/01/26	\$ 24,458	\$ 91,087	\$ 115,545	\$ -	\$ 6,072	\$ -	\$ -	\$ -	\$ 127,786
09/01/27	\$ 26,145	\$ 89,252	\$ 115,397	\$ -	\$ 5,950	\$ -	\$ -	\$ -	\$ 127,639
09/01/28	\$ 32,892	\$ 87,291	\$ 120,184	\$ -	\$ 1,050	\$ -	\$ -	\$ -	\$ 127,651
09/01/29	\$ 36,266	\$ 84,824	\$ 121,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,636
09/01/30	\$ 38,796	\$ 82,104	\$ 120,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,578
09/01/31	\$ 41,326	\$ 79,195	\$ 120,521	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,332
09/01/32	\$ 44,700	\$ 76,095	\$ 120,795	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,742
09/01/33	\$ 47,230	\$ 72,743	\$ 119,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,059
09/01/34	\$ 50,604	\$ 69,200	\$ 119,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,032
09/01/35	\$ 54,821	\$ 65,405	\$ 120,226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,598
09/01/36	\$ 58,194	\$ 61,294	\$ 119,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,007
09/01/37	\$ 62,411	\$ 56,929	\$ 119,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,010
09/01/38	\$ 67,472	\$ 52,248	\$ 119,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,543
09/01/39	\$ 71,689	\$ 47,188	\$ 118,876	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,856
09/01/40	\$ 77,592	\$ 41,811	\$ 119,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,543
09/01/41	\$ 82,653	\$ 35,992	\$ 118,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,947
09/01/42	\$ 89,400	\$ 29,793	\$ 119,193	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,661
09/01/43	\$ 95,304	\$ 23,088	\$ 118,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,029
09/01/44	\$ 102,894	\$ 15,940	\$ 118,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,644
09/01/45	\$ 109,641	\$ 8,223	\$ 117,864	\$ -	\$ -	\$ -	\$ (110,304)	\$ -	\$ 16,547
Totals	\$ 1,356,178	\$ 2,122,393	\$ 3,478,571	\$ 18,559	\$ 46,555	\$ 11,471	\$ (110,304)	\$ (172,065)	\$ 3,478,076

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 7.5% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-3

Annual Installments - Parcel No. 965735

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 69,464	\$ 69,464	\$ -	\$ -	\$ 4,631	\$ -	\$ (69,464)	\$ 9,627
09/01/17	\$ -	\$ 100,430	\$ 100,430	\$ -	\$ -	\$ 6,695	\$ -	\$ (100,430)	\$ 11,792
09/01/18	\$ 13,324	\$ 100,430	\$ 113,754	\$ 2,678	\$ 4,017	\$ -	\$ -	\$ -	\$ 127,253
09/01/19	\$ 14,157	\$ 99,431	\$ 113,587	\$ 2,651	\$ 3,977	\$ -	\$ -	\$ -	\$ 125,519
09/01/20	\$ 15,822	\$ 98,369	\$ 114,191	\$ 2,623	\$ 3,935	\$ -	\$ -	\$ -	\$ 126,158
09/01/21	\$ 16,655	\$ 97,182	\$ 113,837	\$ 2,592	\$ 3,887	\$ -	\$ -	\$ -	\$ 125,833
09/01/22	\$ 17,488	\$ 95,933	\$ 113,421	\$ 2,568	\$ 3,837	\$ -	\$ -	\$ -	\$ 125,443
09/01/23	\$ 19,153	\$ 94,622	\$ 113,775	\$ 2,523	\$ 3,785	\$ -	\$ -	\$ -	\$ 127,430
09/01/24	\$ 20,819	\$ 93,185	\$ 114,004	\$ 2,485	\$ 3,727	\$ -	\$ -	\$ -	\$ 126,070
09/01/25	\$ 22,484	\$ 91,624	\$ 114,108	\$ 214	\$ 5,894	\$ -	\$ -	\$ -	\$ 126,188
09/01/26	\$ 24,150	\$ 89,937	\$ 114,087	\$ -	\$ 5,996	\$ -	\$ -	\$ -	\$ 126,174
09/01/27	\$ 25,815	\$ 88,126	\$ 113,941	\$ -	\$ 5,875	\$ -	\$ -	\$ -	\$ 126,029
09/01/28	\$ 32,477	\$ 86,190	\$ 118,667	\$ -	\$ 1,037	\$ -	\$ -	\$ -	\$ 126,041
09/01/29	\$ 35,808	\$ 83,754	\$ 119,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,026
09/01/30	\$ 38,307	\$ 81,068	\$ 119,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,968
09/01/31	\$ 40,805	\$ 78,195	\$ 119,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,725
09/01/32	\$ 44,136	\$ 75,135	\$ 119,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,130
09/01/33	\$ 46,634	\$ 71,825	\$ 118,459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,455
09/01/34	\$ 49,965	\$ 68,327	\$ 118,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,429
09/01/35	\$ 54,129	\$ 64,580	\$ 118,709	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,988
09/01/36	\$ 57,460	\$ 60,520	\$ 117,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,405
09/01/37	\$ 61,624	\$ 56,211	\$ 117,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,408
09/01/38	\$ 66,620	\$ 51,589	\$ 118,209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,934
09/01/39	\$ 70,784	\$ 46,593	\$ 117,377	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,256
09/01/40	\$ 76,613	\$ 41,284	\$ 117,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,934
09/01/41	\$ 81,610	\$ 35,538	\$ 117,148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,345
09/01/42	\$ 88,272	\$ 29,417	\$ 117,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,050
09/01/43	\$ 94,101	\$ 22,797	\$ 116,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,426
09/01/44	\$ 101,596	\$ 15,739	\$ 117,335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,034
09/01/45	\$ 108,258	\$ 8,119	\$ 116,377	\$ -	\$ -	\$ -	\$ (108,912)	\$ -	\$ 16,338
Totals	\$ 1,339,067	\$ 2,095,614	\$ 3,434,681	\$ 18,325	\$ 45,968	\$ 11,326	\$ (108,912)	\$ (169,894)	\$ 3,437,406

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 7.5% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-4

Annual Installments - Parcel No. 965726

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 152,789	\$ 152,789	\$ -	\$ -	\$ 10,186	\$ -	\$ (152,789)	\$ 21,176
09/01/17	\$ -	\$ 220,900	\$ 220,900	\$ -	\$ -	\$ 14,727	\$ -	\$ (220,900)	\$ 25,937
09/01/18	\$ 29,307	\$ 220,900	\$ 250,207	\$ 5,891	\$ 8,836	\$ -	\$ -	\$ -	\$ 127,253
09/01/19	\$ 31,139	\$ 218,702	\$ 249,841	\$ 5,832	\$ 8,748	\$ -	\$ -	\$ -	\$ 276,084
09/01/20	\$ 34,802	\$ 216,367	\$ 251,169	\$ 5,770	\$ 8,655	\$ -	\$ -	\$ -	\$ 277,489
09/01/21	\$ 36,634	\$ 213,757	\$ 250,390	\$ 5,700	\$ 8,550	\$ -	\$ -	\$ -	\$ 276,775
09/01/22	\$ 38,465	\$ 211,009	\$ 249,474	\$ 5,627	\$ 8,440	\$ -	\$ -	\$ -	\$ 275,918
09/01/23	\$ 42,129	\$ 208,124	\$ 250,253	\$ 5,550	\$ 8,325	\$ -	\$ -	\$ -	\$ 127,430
09/01/24	\$ 45,792	\$ 204,965	\$ 250,757	\$ 5,466	\$ 8,199	\$ -	\$ -	\$ -	\$ 277,298
09/01/25	\$ 49,455	\$ 201,530	\$ 250,986	\$ 471	\$ 12,965	\$ -	\$ -	\$ -	\$ 277,555
09/01/26	\$ 53,119	\$ 197,821	\$ 250,940	\$ -	\$ 13,188	\$ -	\$ -	\$ -	\$ 277,525
09/01/27	\$ 56,782	\$ 193,837	\$ 250,619	\$ -	\$ 12,922	\$ -	\$ -	\$ -	\$ 277,206
09/01/28	\$ 71,435	\$ 189,579	\$ 261,014	\$ -	\$ 2,280	\$ -	\$ -	\$ -	\$ 277,232
09/01/29	\$ 78,762	\$ 184,221	\$ 262,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,200
09/01/30	\$ 84,257	\$ 178,314	\$ 262,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,072
09/01/31	\$ 89,752	\$ 171,994	\$ 261,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276,538
09/01/32	\$ 97,079	\$ 165,263	\$ 262,342	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,429
09/01/33	\$ 102,574	\$ 157,982	\$ 260,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,945
09/01/34	\$ 109,901	\$ 150,289	\$ 260,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,886
09/01/35	\$ 119,059	\$ 142,047	\$ 261,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,116
09/01/36	\$ 126,386	\$ 133,117	\$ 259,503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,834
09/01/37	\$ 135,544	\$ 123,638	\$ 259,182	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,840
09/01/38	\$ 146,534	\$ 113,472	\$ 260,007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276,997
09/01/39	\$ 155,693	\$ 102,482	\$ 258,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,505
09/01/40	\$ 168,514	\$ 90,805	\$ 259,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276,997
09/01/41	\$ 179,504	\$ 78,167	\$ 257,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,702
09/01/42	\$ 194,158	\$ 64,704	\$ 258,862	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,253
09/01/43	\$ 206,980	\$ 50,142	\$ 257,122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,880
09/01/44	\$ 223,465	\$ 34,619	\$ 258,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,217
09/01/45	\$ 238,118	\$ 17,859	\$ 255,977	\$ -	\$ -	\$ -	\$ (239,558)	\$ -	\$ 35,936
Totals	\$ 2,945,337	\$ 4,609,397	\$ 7,554,734	\$ 40,306	\$ 101,109	\$ 24,913	\$ (239,558)	\$ (373,690)	\$ 7,255,224

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 7.5% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-5

Annual Installments - Parcel No. 965771

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 55,801	\$ 55,801	\$ -	\$ -	\$ 3,720	\$ -	\$ (55,801)	\$ 7,734
09/01/17	\$ -	\$ 80,676	\$ 80,676	\$ -	\$ -	\$ 5,378	\$ -	\$ (80,676)	\$ 9,472
09/01/18	\$ 10,703	\$ 80,676	\$ 91,379	\$ 2,151	\$ 3,227	\$ -	\$ -	\$ -	\$ 127,253
09/01/19	\$ 11,372	\$ 79,873	\$ 91,245	\$ 2,130	\$ 3,195	\$ -	\$ -	\$ -	\$ 100,830
09/01/20	\$ 12,710	\$ 79,020	\$ 91,730	\$ 2,107	\$ 3,161	\$ -	\$ -	\$ -	\$ 101,343
09/01/21	\$ 13,379	\$ 78,067	\$ 91,446	\$ 2,082	\$ 3,123	\$ -	\$ -	\$ -	\$ 101,082
09/01/22	\$ 14,048	\$ 77,064	\$ 91,112	\$ 2,055	\$ 3,083	\$ -	\$ -	\$ -	\$ 100,769
09/01/23	\$ 15,386	\$ 76,010	\$ 91,396	\$ 2,027	\$ 3,040	\$ -	\$ -	\$ -	\$ 127,430
09/01/24	\$ 16,724	\$ 74,856	\$ 91,580	\$ 1,996	\$ 2,994	\$ -	\$ -	\$ -	\$ 101,273
09/01/25	\$ 18,062	\$ 73,602	\$ 91,663	\$ 172	\$ 4,735	\$ -	\$ -	\$ -	\$ 101,367
09/01/26	\$ 19,400	\$ 72,247	\$ 91,647	\$ -	\$ 4,816	\$ -	\$ -	\$ -	\$ 101,356
09/01/27	\$ 20,738	\$ 70,792	\$ 91,530	\$ -	\$ 4,719	\$ -	\$ -	\$ -	\$ 101,240
09/01/28	\$ 26,089	\$ 69,237	\$ 95,326	\$ -	\$ 833	\$ -	\$ -	\$ -	\$ 101,249
09/01/29	\$ 28,765	\$ 67,280	\$ 96,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,237
09/01/30	\$ 30,772	\$ 65,123	\$ 95,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,191
09/01/31	\$ 32,779	\$ 62,815	\$ 95,594	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,996
09/01/32	\$ 35,455	\$ 60,356	\$ 95,811	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,321
09/01/33	\$ 37,461	\$ 57,697	\$ 95,159	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,779
09/01/34	\$ 40,137	\$ 54,888	\$ 95,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,758
09/01/35	\$ 43,482	\$ 51,877	\$ 95,359	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,207
09/01/36	\$ 46,158	\$ 48,616	\$ 94,774	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,738
09/01/37	\$ 49,503	\$ 45,154	\$ 94,657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,741
09/01/38	\$ 53,516	\$ 41,442	\$ 94,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,163
09/01/39	\$ 56,861	\$ 37,428	\$ 94,289	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,618
09/01/40	\$ 61,544	\$ 33,163	\$ 94,707	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,163
09/01/41	\$ 65,558	\$ 28,548	\$ 94,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,690
09/01/42	\$ 70,909	\$ 23,631	\$ 94,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,257
09/01/43	\$ 75,592	\$ 18,313	\$ 93,904	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,755
09/01/44	\$ 81,612	\$ 12,643	\$ 94,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,244
09/01/45	\$ 86,964	\$ 6,522	\$ 93,486	\$ -	\$ -	\$ -	\$ (87,490)	\$ -	\$ 13,124
Totals	\$ 1,075,679	\$ 1,683,417	\$ 2,759,096	\$ 14,720	\$ 36,926	\$ 9,098	\$ (87,490)	\$ (136,477)	\$ 2,811,380

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 7.5% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-6

Annual Installments - Parcel No. 1498472

Year (a)	PID Bonds		Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)								
09/01/16	\$ -	\$ 64,498	\$ 64,498	\$ 4,639	\$ -	\$ -	\$ 4,300	\$ -	\$ (64,498)	\$ 8,939
09/01/17	\$ -	\$ 93,250	\$ 93,250	\$ 4,732	\$ -	\$ -	\$ 6,217	\$ -	\$ (93,250)	\$ 10,949
09/01/18	\$ 12,372	\$ 93,250	\$ 105,622	\$ 4,827	\$ 2,487	\$ 3,730	\$ -	\$ -	\$ -	\$ 127,253
09/01/19	\$ 13,145	\$ 92,323	\$ 105,467	\$ 4,923	\$ 2,462	\$ 3,693	\$ -	\$ -	\$ -	\$ 116,546
09/01/20	\$ 14,691	\$ 91,337	\$ 106,028	\$ 5,022	\$ 2,436	\$ 3,653	\$ -	\$ -	\$ -	\$ 117,139
09/01/21	\$ 15,464	\$ 90,235	\$ 105,699	\$ 5,122	\$ 2,406	\$ 3,609	\$ -	\$ -	\$ -	\$ 116,837
09/01/22	\$ 16,238	\$ 89,075	\$ 105,313	\$ 5,225	\$ 2,375	\$ 3,563	\$ -	\$ -	\$ -	\$ 116,476
09/01/23	\$ 17,784	\$ 87,857	\$ 105,641	\$ 5,329	\$ 2,343	\$ 3,514	\$ -	\$ -	\$ -	\$ 127,430
09/01/24	\$ 19,331	\$ 86,523	\$ 105,854	\$ 5,436	\$ 2,307	\$ 3,461	\$ -	\$ -	\$ -	\$ 117,058
09/01/25	\$ 20,877	\$ 85,074	\$ 105,951	\$ 5,544	\$ 199	\$ 5,473	\$ -	\$ -	\$ -	\$ 117,167
09/01/26	\$ 22,423	\$ 83,508	\$ 105,931	\$ 5,655	\$ -	\$ 5,567	\$ -	\$ -	\$ -	\$ 117,154
09/01/27	\$ 23,970	\$ 81,826	\$ 105,796	\$ 5,768	\$ -	\$ 5,455	\$ -	\$ -	\$ -	\$ 117,020
09/01/28	\$ 30,156	\$ 80,028	\$ 110,184	\$ 5,884	\$ -	\$ 963	\$ -	\$ -	\$ -	\$ 117,030
09/01/29	\$ 33,249	\$ 77,767	\$ 111,015	\$ 6,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,017
09/01/30	\$ 35,568	\$ 75,273	\$ 110,841	\$ 6,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,963
09/01/31	\$ 37,888	\$ 72,605	\$ 110,493	\$ 6,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,737
09/01/32	\$ 40,981	\$ 69,764	\$ 110,745	\$ 6,369	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,113
09/01/33	\$ 43,300	\$ 66,690	\$ 109,991	\$ 6,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,487
09/01/34	\$ 46,393	\$ 63,443	\$ 109,836	\$ 6,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,462
09/01/35	\$ 50,259	\$ 59,963	\$ 110,223	\$ 6,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,981
09/01/36	\$ 53,352	\$ 56,194	\$ 109,546	\$ 6,894	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,440
09/01/37	\$ 57,218	\$ 52,192	\$ 109,411	\$ 7,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,442
09/01/38	\$ 61,858	\$ 47,901	\$ 109,759	\$ 7,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,931
09/01/39	\$ 65,724	\$ 43,262	\$ 108,986	\$ 7,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,301
09/01/40	\$ 71,136	\$ 38,332	\$ 109,469	\$ 7,462	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,931
09/01/41	\$ 75,776	\$ 32,997	\$ 108,773	\$ 7,611	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,384
09/01/42	\$ 81,961	\$ 27,314	\$ 109,276	\$ 7,764	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,039
09/01/43	\$ 87,374	\$ 21,167	\$ 108,541	\$ 7,919	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,460
09/01/44	\$ 94,333	\$ 14,614	\$ 108,947	\$ 8,077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,024
09/01/45	\$ 100,519	\$ 7,539	\$ 108,058	\$ 8,239	\$ -	\$ -	\$ -	\$ (101,127)	\$ -	\$ 15,170
Totals	\$ 1,243,340	\$ 1,945,804	\$ 3,189,144	\$ 188,209	\$ 17,015	\$ 42,682	\$ 10,517	\$ (101,127)	\$ (157,749)	\$ 3,209,881

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 7.5% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-7
Annual Installments - HOA

Year (a)	PID Bonds			Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)									
09/01/16	\$ -	\$ 4,171	\$ 4,171	\$ 300	\$ -	\$ -	\$ -	\$ 278	\$ -	\$ (4,171)	\$ 578
09/01/17	\$ -	\$ 6,030	\$ 6,030	\$ 306	\$ -	\$ -	\$ -	\$ 402	\$ -	\$ (6,030)	\$ 708
09/01/18	\$ 800	\$ 6,030	\$ 6,830	\$ 312	\$ 161	\$ 241	\$ -	\$ -	\$ -	\$ -	\$ 127,253
09/01/19	\$ 850	\$ 5,970	\$ 6,820	\$ 318	\$ 159	\$ 239	\$ -	\$ -	\$ -	\$ -	\$ 7,536
09/01/20	\$ 950	\$ 5,906	\$ 6,856	\$ 325	\$ 158	\$ 236	\$ -	\$ -	\$ -	\$ -	\$ 7,575
09/01/21	\$ 1,000	\$ 5,835	\$ 6,835	\$ 331	\$ 156	\$ 233	\$ -	\$ -	\$ -	\$ -	\$ 7,555
09/01/22	\$ 1,050	\$ 5,760	\$ 6,810	\$ 338	\$ 154	\$ 230	\$ -	\$ -	\$ -	\$ -	\$ 7,532
09/01/23	\$ 1,150	\$ 5,681	\$ 6,831	\$ 345	\$ 152	\$ 227	\$ -	\$ -	\$ -	\$ -	\$ 127,430
09/01/24	\$ 1,250	\$ 5,595	\$ 6,845	\$ 351	\$ 149	\$ 224	\$ -	\$ -	\$ -	\$ -	\$ 7,569
09/01/25	\$ 1,350	\$ 5,501	\$ 6,851	\$ 359	\$ 13	\$ 354	\$ -	\$ -	\$ -	\$ -	\$ 7,577
09/01/26	\$ 1,450	\$ 5,400	\$ 6,850	\$ 366	\$ -	\$ 360	\$ -	\$ -	\$ -	\$ -	\$ 7,576
09/01/27	\$ 1,550	\$ 5,291	\$ 6,841	\$ 373	\$ -	\$ 353	\$ -	\$ -	\$ -	\$ -	\$ 7,567
09/01/28	\$ 1,950	\$ 5,175	\$ 7,125	\$ 380	\$ -	\$ 62	\$ -	\$ -	\$ -	\$ -	\$ 7,568
09/01/29	\$ 2,150	\$ 5,029	\$ 7,179	\$ 388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,567
09/01/30	\$ 2,300	\$ 4,868	\$ 7,168	\$ 396	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,563
09/01/31	\$ 2,450	\$ 4,695	\$ 7,145	\$ 404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,549
09/01/32	\$ 2,650	\$ 4,511	\$ 7,161	\$ 412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,573
09/01/33	\$ 2,800	\$ 4,313	\$ 7,113	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,533
09/01/34	\$ 3,000	\$ 4,103	\$ 7,103	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,531
09/01/35	\$ 3,250	\$ 3,878	\$ 7,128	\$ 437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,565
09/01/36	\$ 3,450	\$ 3,634	\$ 7,084	\$ 446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,530
09/01/37	\$ 3,700	\$ 3,375	\$ 7,075	\$ 455	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,530
09/01/38	\$ 4,000	\$ 3,098	\$ 7,098	\$ 464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,561
09/01/39	\$ 4,250	\$ 2,798	\$ 7,048	\$ 473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,521
09/01/40	\$ 4,600	\$ 2,479	\$ 7,079	\$ 483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,561
09/01/41	\$ 4,900	\$ 2,134	\$ 7,034	\$ 492	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,526
09/01/42	\$ 5,300	\$ 1,766	\$ 7,066	\$ 502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,568
09/01/43	\$ 5,650	\$ 1,369	\$ 7,019	\$ 512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,531
09/01/44	\$ 6,100	\$ 945	\$ 7,045	\$ 522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,567
09/01/45	\$ 6,500	\$ 488	\$ 6,988	\$ 533	\$ -	\$ -	\$ -	\$ -	\$ (6,539)	\$ -	\$ 981
Totals	\$ 80,400	\$ 125,825	\$ 206,225	\$ 12,170	\$ 1,100	\$ 2,760	\$ 680	\$ -	\$ (6,539)	\$ (10,201)	\$ 445,780

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 7.5% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

Appendix B Special Assessment by Parcel					
Parcel	Owner	Estimated Assessable Units	PID Bond Special Assessment	Equivalent Tax Rate	
2122501	Hillwood Communities	209	\$ 4,274,303	\$	0.42
965735	Hillwood Communities	81	\$ 1,457,797	\$	0.42
HOA	Hillwood Communities	-	\$ 57,900		
Totals		290	\$ 5,790,000		
Note: Preliminary and subject to change					

Appendix B-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 250,297	\$ 250,297	\$ -	\$ -	\$ 20,024	\$ -	\$ (250,297)	\$ 50,024
09/01/17	\$ -	\$ 361,875	\$ 361,875	\$ -	\$ -	\$ 28,950	\$ -	\$ (106,951)	\$ 314,474
09/01/18	\$ 75,000	\$ 361,875	\$ 436,875	\$ 11,580	\$ 17,370	\$ -	\$ -	\$ -	\$ 497,037
09/01/19	\$ 80,000	\$ 357,188	\$ 437,188	\$ 11,430	\$ 17,145	\$ -	\$ -	\$ -	\$ 497,599
09/01/20	\$ 85,000	\$ 352,188	\$ 437,188	\$ 11,270	\$ 16,905	\$ -	\$ -	\$ -	\$ 497,835
09/01/21	\$ 90,000	\$ 346,875	\$ 436,875	\$ 11,100	\$ 16,650	\$ -	\$ -	\$ -	\$ 497,747
09/01/22	\$ 95,000	\$ 341,250	\$ 436,250	\$ 10,920	\$ 16,380	\$ -	\$ -	\$ -	\$ 497,335
09/01/23	\$ 100,000	\$ 335,313	\$ 435,313	\$ 10,730	\$ 16,095	\$ -	\$ -	\$ -	\$ 496,598
09/01/24	\$ 105,000	\$ 329,063	\$ 434,063	\$ 10,530	\$ 15,795	\$ -	\$ -	\$ -	\$ 495,537
09/01/25	\$ 110,000	\$ 322,500	\$ 432,500	\$ -	\$ 25,800	\$ -	\$ -	\$ -	\$ 494,153
09/01/26	\$ 120,000	\$ 315,625	\$ 435,625	\$ -	\$ 25,250	\$ -	\$ -	\$ -	\$ 497,445
09/01/27	\$ 125,000	\$ 308,125	\$ 433,125	\$ -	\$ 24,650	\$ -	\$ -	\$ -	\$ 495,076
09/01/28	\$ 160,000	\$ 300,313	\$ 460,313	\$ -	\$ 160	\$ -	\$ -	\$ -	\$ 498,520
09/01/29	\$ 165,000	\$ 290,313	\$ 455,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,121
09/01/30	\$ 175,000	\$ 280,000	\$ 455,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,584
09/01/31	\$ 185,000	\$ 269,063	\$ 454,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,439
09/01/32	\$ 195,000	\$ 257,500	\$ 452,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493,684
09/01/33	\$ 210,000	\$ 245,313	\$ 455,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497,320
09/01/34	\$ 220,000	\$ 232,188	\$ 452,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 495,035
09/01/35	\$ 235,000	\$ 218,438	\$ 453,438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497,142
09/01/36	\$ 250,000	\$ 203,750	\$ 453,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 498,328
09/01/37	\$ 265,000	\$ 188,125	\$ 453,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 498,595
09/01/38	\$ 280,000	\$ 171,563	\$ 451,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497,942
09/01/39	\$ 295,000	\$ 154,063	\$ 449,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 496,369
09/01/40	\$ 310,000	\$ 135,625	\$ 445,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493,878
09/01/41	\$ 330,000	\$ 116,250	\$ 446,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 495,468
09/01/42	\$ 350,000	\$ 95,625	\$ 445,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 495,828
09/01/43	\$ 370,000	\$ 73,750	\$ 443,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,957
09/01/44	\$ 395,000	\$ 50,625	\$ 445,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497,856
09/01/45	\$ 415,000	\$ 25,938	\$ 440,938	\$ -	\$ -	\$ -	\$ (412,100)	\$ -	\$ 82,113
Totals	\$ 5,790,000	\$ 7,290,609	\$ 13,080,609	\$ 77,560	\$ 192,200	\$ 48,974	\$ (412,100)	\$ (357,247)	\$ 13,847,038

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.25% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-2
Annual Installments - Parcel No. 2122501

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 184,775	\$ 184,775	\$ -	\$ -	\$ 14,782	\$ -	\$ (184,775)	\$ 36,929
09/01/17	\$ -	\$ 267,144	\$ 267,144	\$ -	\$ -	\$ 21,372	\$ -	\$ (78,953)	\$ 232,152
09/01/18	\$ 55,367	\$ 267,144	\$ 322,511	\$ 8,549	\$ 12,823	\$ -	\$ -	\$ -	\$ 366,923
09/01/19	\$ 59,058	\$ 263,684	\$ 322,741	\$ 8,438	\$ 12,657	\$ -	\$ -	\$ -	\$ 367,338
09/01/20	\$ 62,749	\$ 259,992	\$ 322,741	\$ 8,320	\$ 12,480	\$ -	\$ -	\$ -	\$ 367,513
09/01/21	\$ 66,440	\$ 256,071	\$ 322,511	\$ 8,194	\$ 12,291	\$ -	\$ -	\$ -	\$ 367,448
09/01/22	\$ 70,131	\$ 251,918	\$ 322,049	\$ 8,061	\$ 12,092	\$ -	\$ -	\$ -	\$ 367,143
09/01/23	\$ 73,822	\$ 247,535	\$ 321,357	\$ 7,921	\$ 11,882	\$ -	\$ -	\$ -	\$ 366,599
09/01/24	\$ 77,513	\$ 242,921	\$ 320,434	\$ 7,773	\$ 11,660	\$ -	\$ -	\$ -	\$ 365,816
09/01/25	\$ 81,204	\$ 238,076	\$ 319,281	\$ -	\$ 19,046	\$ -	\$ -	\$ -	\$ 364,794
09/01/26	\$ 88,587	\$ 233,001	\$ 321,588	\$ -	\$ 18,640	\$ -	\$ -	\$ -	\$ 367,225
09/01/27	\$ 92,278	\$ 227,465	\$ 319,742	\$ -	\$ 18,197	\$ -	\$ -	\$ -	\$ 365,476
09/01/28	\$ 118,115	\$ 221,697	\$ 339,813	\$ -	\$ 118	\$ -	\$ -	\$ -	\$ 368,018
09/01/29	\$ 121,807	\$ 214,315	\$ 336,122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 364,771
09/01/30	\$ 129,189	\$ 206,702	\$ 335,891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365,113
09/01/31	\$ 136,571	\$ 198,628	\$ 335,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365,005
09/01/32	\$ 143,953	\$ 190,092	\$ 334,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 364,448
09/01/33	\$ 155,027	\$ 181,095	\$ 336,122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,132
09/01/34	\$ 162,409	\$ 171,406	\$ 333,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365,445
09/01/35	\$ 173,482	\$ 161,255	\$ 334,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,001
09/01/36	\$ 184,555	\$ 150,413	\$ 334,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,877
09/01/37	\$ 195,629	\$ 138,878	\$ 334,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 368,074
09/01/38	\$ 206,702	\$ 126,651	\$ 333,353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,591
09/01/39	\$ 217,775	\$ 113,732	\$ 331,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 366,431
09/01/40	\$ 228,849	\$ 100,121	\$ 328,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 364,592
09/01/41	\$ 243,613	\$ 85,818	\$ 329,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365,765
09/01/42	\$ 258,378	\$ 70,592	\$ 328,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 366,031
09/01/43	\$ 273,142	\$ 54,444	\$ 327,586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365,388
09/01/44	\$ 291,598	\$ 37,372	\$ 328,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,528
09/01/45	\$ 306,362	\$ 19,148	\$ 325,510	\$ -	\$ -	\$ -	\$ (304,221)	\$ -	\$ 60,617
Totals	\$ 4,274,303	\$ 5,382,086	\$ 9,656,389	\$ 57,256	\$ 141,886	\$ 36,153	\$ (304,221)	\$ (263,728)	\$ 10,222,184

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.25% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-3

Annual Installments - Parcel No. 965735

Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/01/16	\$ -	\$ 63,019	\$ 63,019	\$ -	\$ -	\$ 5,042	\$ -	\$ (63,019)	\$ 12,595
09/01/17	\$ -	\$ 91,112	\$ 91,112	\$ -	\$ -	\$ 7,289	\$ -	\$ (26,928)	\$ 79,178
09/01/18	\$ 18,883	\$ 91,112	\$ 109,996	\$ 2,916	\$ 4,373	\$ -	\$ -	\$ -	\$ 125,143
09/01/19	\$ 20,142	\$ 89,932	\$ 110,074	\$ 2,878	\$ 4,317	\$ -	\$ -	\$ -	\$ 125,285
09/01/20	\$ 21,401	\$ 88,673	\$ 110,074	\$ 2,838	\$ 4,256	\$ -	\$ -	\$ -	\$ 125,344
09/01/21	\$ 22,660	\$ 87,336	\$ 109,996	\$ 2,795	\$ 4,192	\$ -	\$ -	\$ -	\$ 125,322
09/01/22	\$ 23,919	\$ 85,919	\$ 109,838	\$ 2,749	\$ 4,124	\$ -	\$ -	\$ -	\$ 125,218
09/01/23	\$ 25,178	\$ 84,424	\$ 109,602	\$ 2,702	\$ 4,052	\$ -	\$ -	\$ -	\$ 125,033
09/01/24	\$ 26,437	\$ 82,851	\$ 109,288	\$ 2,651	\$ 3,977	\$ -	\$ -	\$ -	\$ 124,766
09/01/25	\$ 27,696	\$ 81,199	\$ 108,894	\$ -	\$ 6,496	\$ -	\$ -	\$ -	\$ 124,417
09/01/26	\$ 30,213	\$ 79,468	\$ 109,681	\$ -	\$ 6,357	\$ -	\$ -	\$ -	\$ 125,246
09/01/27	\$ 31,472	\$ 77,579	\$ 109,051	\$ -	\$ 6,206	\$ -	\$ -	\$ -	\$ 124,649
09/01/28	\$ 40,285	\$ 75,612	\$ 115,897	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ 125,516
09/01/29	\$ 41,543	\$ 73,094	\$ 114,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,409
09/01/30	\$ 44,061	\$ 70,498	\$ 114,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,526
09/01/31	\$ 46,579	\$ 67,744	\$ 114,323	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,489
09/01/32	\$ 49,097	\$ 64,833	\$ 113,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,299
09/01/33	\$ 52,873	\$ 61,764	\$ 114,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,214
09/01/34	\$ 55,391	\$ 58,460	\$ 113,851	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,639
09/01/35	\$ 59,168	\$ 54,998	\$ 114,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,170
09/01/36	\$ 62,945	\$ 51,300	\$ 114,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,468
09/01/37	\$ 66,721	\$ 47,366	\$ 114,087	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,535
09/01/38	\$ 70,498	\$ 43,196	\$ 113,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,371
09/01/39	\$ 74,275	\$ 38,790	\$ 113,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,975
09/01/40	\$ 78,051	\$ 34,147	\$ 112,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,348
09/01/41	\$ 83,087	\$ 29,269	\$ 112,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,748
09/01/42	\$ 88,122	\$ 24,076	\$ 112,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,839
09/01/43	\$ 93,158	\$ 18,569	\$ 111,727	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,619
09/01/44	\$ 99,452	\$ 12,746	\$ 112,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,349
09/01/45	\$ 104,488	\$ 6,531	\$ 111,019	\$ -	\$ -	\$ -	\$ (103,758)	\$ -	\$ 20,674
Totals	\$ 1,457,797	\$ 1,835,617	\$ 3,293,414	\$ 19,528	\$ 48,392	\$ 12,331	\$ (103,758)	\$ (89,947)	\$ 3,486,384

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.25% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B-4
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service							
09/01/16	\$ -	\$ 2,503	\$ 2,503	\$ 300	\$ -	\$ -	\$ 200	\$ -	\$ (2,503)	\$ 500
09/01/17	\$ -	\$ 3,619	\$ 3,619	\$ 306	\$ -	\$ -	\$ 290	\$ -	\$ (1,070)	\$ 3,145
09/01/18	\$ 750	\$ 3,619	\$ 4,369	\$ 312	\$ 116	\$ 174	\$ -	\$ -	\$ -	\$ 4,970
09/01/19	\$ 800	\$ 3,572	\$ 4,372	\$ 318	\$ 114	\$ 171	\$ -	\$ -	\$ -	\$ 4,976
09/01/20	\$ 850	\$ 3,522	\$ 4,372	\$ 325	\$ 113	\$ 169	\$ -	\$ -	\$ -	\$ 4,978
09/01/21	\$ 900	\$ 3,469	\$ 4,369	\$ 331	\$ 111	\$ 167	\$ -	\$ -	\$ -	\$ 4,977
09/01/22	\$ 950	\$ 3,413	\$ 4,363	\$ 338	\$ 109	\$ 164	\$ -	\$ -	\$ -	\$ 4,973
09/01/23	\$ 1,000	\$ 3,353	\$ 4,353	\$ 345	\$ 107	\$ 161	\$ -	\$ -	\$ -	\$ 4,966
09/01/24	\$ 1,050	\$ 3,291	\$ 4,341	\$ 351	\$ 105	\$ 158	\$ -	\$ -	\$ -	\$ 4,955
09/01/25	\$ 1,100	\$ 3,225	\$ 4,325	\$ 359	\$ -	\$ 258	\$ -	\$ -	\$ -	\$ 4,942
09/01/26	\$ 1,200	\$ 3,156	\$ 4,356	\$ 366	\$ -	\$ 253	\$ -	\$ -	\$ -	\$ 4,974
09/01/27	\$ 1,250	\$ 3,081	\$ 4,331	\$ 373	\$ -	\$ 247	\$ -	\$ -	\$ -	\$ 4,951
09/01/28	\$ 1,600	\$ 3,003	\$ 4,603	\$ 380	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ 4,985
09/01/29	\$ 1,650	\$ 2,903	\$ 4,553	\$ 388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,941
09/01/30	\$ 1,750	\$ 2,800	\$ 4,550	\$ 396	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,946
09/01/31	\$ 1,850	\$ 2,691	\$ 4,541	\$ 404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,944
09/01/32	\$ 1,950	\$ 2,575	\$ 4,525	\$ 412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,937
09/01/33	\$ 2,100	\$ 2,453	\$ 4,553	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,973
09/01/34	\$ 2,200	\$ 2,322	\$ 4,522	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,950
09/01/35	\$ 2,350	\$ 2,184	\$ 4,534	\$ 437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,971
09/01/36	\$ 2,500	\$ 2,038	\$ 4,538	\$ 446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,983
09/01/37	\$ 2,650	\$ 1,881	\$ 4,531	\$ 455	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,986
09/01/38	\$ 2,800	\$ 1,716	\$ 4,516	\$ 464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,979
09/01/39	\$ 2,950	\$ 1,541	\$ 4,491	\$ 473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,964
09/01/40	\$ 3,100	\$ 1,356	\$ 4,456	\$ 483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,939
09/01/41	\$ 3,300	\$ 1,163	\$ 4,463	\$ 492	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,955
09/01/42	\$ 3,500	\$ 956	\$ 4,456	\$ 502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,958
09/01/43	\$ 3,700	\$ 738	\$ 4,438	\$ 512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,950
09/01/44	\$ 3,950	\$ 506	\$ 4,456	\$ 522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,979
09/01/45	\$ 4,150	\$ 259	\$ 4,409	\$ 533	\$ -	\$ -	\$ -	\$ (4,121)	\$ -	\$ 821
Totals	\$ 57,900	\$ 72,906	\$ 130,806	\$ 12,170	\$ 776	\$ 1,922	\$ 490	\$ (4,121)	\$ (3,572)	\$ 138,470

(a) The 9/01/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an average 6.25% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix C

City Contributed Major Improvement Assessment Roll

Appendix C Special Assessment by Area			
Area	Area % Share of Special Assessment	Special Assessment	
MIA	77%	\$	1,622,589
NIA#1	23%	\$	497,411
Totals	100%	\$	2,120,000
Note: Preliminary and subject to change			

Attachment: Wells South PID SAP Update (Annual Service Plan Update)

Appendix C-1 Annual Installments - All Areas			
Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 85,791	\$ 85,791
09/30/17	\$ -	\$ 102,552	\$ 102,552
09/30/18	\$ 80,000	\$ 90,483	\$ 170,483
09/30/19	\$ 85,000	\$ 88,520	\$ 173,520
09/30/20	\$ 85,000	\$ 86,189	\$ 171,189
09/30/21	\$ 90,000	\$ 83,617	\$ 173,617
09/30/22	\$ 100,000	\$ 80,603	\$ 180,603
09/30/23	\$ 100,000	\$ 77,001	\$ 177,001
09/30/24	\$ 105,000	\$ 73,188	\$ 178,188
09/30/25	\$ 110,000	\$ 69,047	\$ 179,047
09/30/26	\$ 115,000	\$ 64,539	\$ 179,539
09/30/27	\$ 115,000	\$ 59,637	\$ 174,637
09/30/28	\$ 120,000	\$ 54,506	\$ 174,506
09/30/29	\$ 125,000	\$ 49,018	\$ 174,018
09/30/30	\$ 130,000	\$ 43,213	\$ 173,213
09/30/31	\$ 140,000	\$ 37,116	\$ 177,116
09/30/32	\$ 145,000	\$ 30,458	\$ 175,458
09/30/33	\$ 150,000	\$ 23,470	\$ 173,470
09/30/34	\$ 155,000	\$ 16,130	\$ 171,130
09/30/35	\$ 170,000	\$ 8,469	\$ 178,469
Totals	\$ 2,120,000	\$ 1,223,543	\$ 3,343,543

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Appendix C-2 Annual Installments - MIA			
Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 65,662	\$ 65,662
09/30/17	\$ -	\$ 78,490	\$ 78,490
09/30/18	\$ 61,230	\$ 69,253	\$ 130,483
09/30/19	\$ 65,057	\$ 67,750	\$ 132,807
09/30/20	\$ 65,057	\$ 65,966	\$ 131,023
09/30/21	\$ 68,883	\$ 63,998	\$ 132,882
09/30/22	\$ 76,537	\$ 61,691	\$ 138,229
09/30/23	\$ 76,537	\$ 58,934	\$ 135,472
09/30/24	\$ 80,364	\$ 56,016	\$ 136,380
09/30/25	\$ 84,191	\$ 52,847	\$ 137,038
09/30/26	\$ 88,018	\$ 49,396	\$ 137,414
09/30/27	\$ 88,018	\$ 45,645	\$ 133,662
09/30/28	\$ 91,845	\$ 41,717	\$ 133,562
09/30/29	\$ 95,672	\$ 37,517	\$ 133,188
09/30/30	\$ 99,498	\$ 33,074	\$ 132,572
09/30/31	\$ 107,152	\$ 28,407	\$ 135,559
09/30/32	\$ 110,979	\$ 23,311	\$ 134,290
09/30/33	\$ 114,806	\$ 17,963	\$ 132,769
09/30/34	\$ 118,633	\$ 12,345	\$ 130,978
09/30/35	\$ 130,113	\$ 6,482	\$ 136,595
Totals	\$ 1,622,589	\$ 936,466	\$ 2,559,055
(a) The 9/30/XX dates represent the fiscal year end for the Bonds.			
(b) Gross of Capitalized Interest			

Appendix C-3 Annual Installments - NIA			
Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 20,129	\$ 20,129
09/30/17	\$ -	\$ 24,061	\$ 24,061
09/30/18	\$ 18,770	\$ 21,230	\$ 40,000
09/30/19	\$ 19,943	\$ 20,769	\$ 40,713
09/30/20	\$ 19,943	\$ 20,222	\$ 40,166
09/30/21	\$ 21,117	\$ 19,619	\$ 40,735
09/30/22	\$ 23,463	\$ 18,912	\$ 42,374
09/30/23	\$ 23,463	\$ 18,067	\$ 41,529
09/30/24	\$ 24,636	\$ 17,172	\$ 41,808
09/30/25	\$ 25,809	\$ 16,200	\$ 42,009
09/30/26	\$ 26,982	\$ 15,143	\$ 42,125
09/30/27	\$ 26,982	\$ 13,993	\$ 40,975
09/30/28	\$ 28,155	\$ 12,789	\$ 40,944
09/30/29	\$ 29,328	\$ 11,501	\$ 40,829
09/30/30	\$ 30,502	\$ 10,139	\$ 40,640
09/30/31	\$ 32,848	\$ 8,708	\$ 41,556
09/30/32	\$ 34,021	\$ 7,146	\$ 41,167
09/30/33	\$ 35,194	\$ 5,507	\$ 40,701
09/30/34	\$ 36,367	\$ 3,785	\$ 40,152
09/30/35	\$ 39,887	\$ 1,987	\$ 41,874
Totals	\$ 497,411	\$ 287,077	\$ 784,488
(a) The 9/30/XX dates represent the fiscal year end for the Bonds.			
(b) Gross of Capitalized Interest			

Appendix D

Legal Descriptions for Parcels within PID

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 Adrienne 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;

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 PK nail 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 $01^{\circ}09'33''$ West, a distance of 1044.51 feet to a PK nail set at an angle point;

North $01^{\circ}10'48''$ 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.

Appendix E

Parcel Map



Attachment: Wells South PID SAP Update (Annual Service Plan Update)

CITY OF CELINA

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2015-34R adopted on July 14, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Wells South Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 30, 2015 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on December 7, 2015, after notice and a public hearing 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 and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on December 7, 2015, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2015-67 and 2015-68, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

Attachment: Wells South SAP Update (Annual Service Plan Update)

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF SEPTEMBER, 2017.

Sean Terry, Mayor

Attachment: Wells South SAP Update (Annual Service Plan Update)

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Wells South SAP Update (Annual Service Plan Update)

Exhibit A

Attachment: Wells South SAP Update (Annual Service Plan Update)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: FY 2018 Budget Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2017-2018 budget. (Toutouchian)

Background Information:

The proposed FY 2017-2018 budget will raise more total property taxes than last year's budget by \$1,761,836.00 and of that amount, \$909,973.00 is tax revenue to be raised from new property added to the tax roll this year.

Board Review/Citizen Input:

A public hearing will be held on September 12, 2017 at 5:00 p.m.

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates, Inc.
 CC: Lance Vanzant, City Attorney
 Date: September 12, 2017
 Re: Sutton Fields II Tax Increment Reinvestment Zone Number Four Amendment

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony on an amendment to Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan and act upon an ordinance of the City Council of the City of Celina, Texas, amending the Final Project and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Celina, Texas. (Sutton Fields II) (Petty)

Background Information:

In accordance with the Developer Agreement changes done earlier in the year for the developer Sutton Fields II, the TIRZ #4 is amended to cover the Neighborhood Area #1 in the Sutton Fields development. (Neighborhood Area #2-5 is covered by TIRZ #8). The changes in the water and wastewater provider for the Sutton development resulted in significant savings to the City, and as such, allowed the City to reduce their contribution of the TIRZ given that the PID projects were properly reallocated to other PID eligible public improvements, but not necessarily projects that the City would participate in relative to the TIRZ.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Reviewed by the City Legal Team, City Staff, and Consultants

Supporting Documents:

Sutton Fields II, TIRZ No. Four Amended Project and Finance Plan

Staff Recommendation:

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE FINAL PROJECT AND REINVESTMENT ZONE FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its City limits;

WHEREAS, the City Council of the City (the "City Council") approved the creation of *Reinvestment Zone Number Four, City of Celina* (the "Zone"), on November 5, 2015; and

WHEREAS, on August 8, 2017, the City Council opened a public hearing in accordance with Section 311.003, as authorized by Section 311.011(e) of the Act, to amend the Final Project and Financing Plan (the "Plan") for the Zone, dated November 10, 2015, and adopted by the City Council, attached hereto as ***Exhibit A*** and continued the public hearing to September 12, 2017; and

WHEREAS, the City Council reconvened the public hearing on September 12, 2017, and interested persons were allowed to speak for or against the amendment to the Plan, and owners of property in the Zone were given a reasonable opportunity to protest the amendment to the Plan; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Ordinance, approving the amendment to the Plan is in the best interests of the citizens of the City; and

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

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Ordinance is incorporated into the body of this Ordinance as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. AMENDMENT. The City Council hereby approves the Amended Plan, a copy of which is attached hereto as ***Exhibit A*** and is incorporated herein for all purposes.

SECTION 3. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, 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 TIRZ #4 Ordinance Approving Final Project and Finance Plan Amendment

Page 1

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance 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 12th DAY OF SEPTEMBER, 2017.

Chad Anderson, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, Attorney for City of Celina

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

Exhibit A
Amended Final Project and Financing Plan—TIRZ #4 2017

See Attached

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

*REINVESTMENT ZONE NUMBER FOUR
CITY OF CELINA
AMENDED FINAL PROJECT AND FINANCE PLAN*

(the “Amended Final Plan”)

September 12, 2017

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

1. INTRODUCTION.

1.1 Authority and Purpose. The City of Celina, Texas, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 The Zone. By City Council action on November 5, 2015, the City created a tax increment reinvestment zone to be known as "Reinvestment Zone Number Four, City of Celina" (the "Zone") that includes approximately 129.34 acres depicted on Exhibit A and described on Exhibit B (the "Property"). The Property will be developed pursuant to the development regulations attached as Exhibit F. The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, the County, and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, and to all of the region quality developments.

1.4 Preliminary Plan; Hearing. Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of

the proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owner of the Property (the "Owner") was given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated October 2015 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council adopted Ordinance 2015-52 on November 5, 2015 in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of seven (7) members (the "Board").

1.6 Board Recommendations. After the creation of the Zone, the Board, during its November 10, 2015, meeting, reviewed the updated Preliminary Plan and approved and recommended to the City Council: (a) this *Final Project and Finance Plan for Reinvestment Zone Number Four, City of Celina* (as amended, the "Final Plan") pursuant to which the City will contribute a portion of its ad valorem tax increment (the "City Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone into the TIRZ Fund to pay such costs.

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, considered and approved the Final Plan on November 10, 2015.

2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property is contiguous within the current Zone, is currently located in the City's corporate limits and is zoned for single family development. The Property is underdeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on Exhibit A.

2.2 Proposed Uses. The Property is being developed pursuant to the development regulations attached hereto as Exhibit F. A map of the Property and description of the proposed uses of the Property are shown on Exhibit C.

2.3 Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on Exhibit B. The list of Parcels in the Zone is shown in Exhibit H.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. Development of the Property will involve only those changes established by the City of Celina Zoning Ordinance, as amended.

4. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant non-project costs funded by the Sutton Fields II Public Improvement District and private developer dollars, and estimated at 28.8 million for the Zone.

6. PROPOSED PUBLIC IMPROVEMENTS.

6.1 Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed by the Zone are as follows: City park dedication, municipal site and bond issuance costs, including associated real estate acquisitions. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall be reviewed, inspected, approved, and accepted by the City.

6.2 Locations of Public Improvements. The estimated locations of some of the proposed Public Improvements ("Public Improvements") to be funded by the City as defined Section 6.1, are shown in Exhibit D. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan. The remaining Public Improvements are funded by Sutton Fields II Public Improvement District and private developer dollars, as further described in the Service and Assessment Plan for the Sutton Fields Public Improvement District.

7. PROJECT COSTS.

7.1 Estimated Project Costs. The total project costs for the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the Initial Public Improvements and are estimated to be \$1,764,868 in 2017 Dollars, as set forth in Exhibit E. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

7.2 Estimated Time When Costs Are To Be Incurred. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

8. ECONOMIC FEASIBILITY. For purposes of the Final Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in Exhibit G. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development in the Zone) of the Initial Public Improvements funded by the City and does not take into consideration the "multiplier effect" that will result from new development that occurs as a result, or new development outside the Zone. As illustrated in Exhibit G, during the term of the Zone, new development that occurs in the Zone which would not have occurred but for the Public Improvements constructed within the Zone and will generate approximately \$34,302,191 million in total new real property tax revenue. The taxing units that will participate in and benefit from new development within the Zone will retain approximately \$29,758,934 million as follows:

City of Celina net additional property tax revenue: \$29,758,934 million

These projections assume an annual property value inflation factor of 1.97%.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A substantial portion of the new tax revenue generated for the City by new development within the Zone will be retained by the City. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the City.

9. ESTIMATED BONDED INDEBTEDNESS. No bonded indebtedness issued by the City is contemplated.

10. TOTAL APPRAISED VALUE. The current (2015) total appraised value of taxable real property in the Zone is \$49,150 based on the allocation shown in Exhibit H. It is estimated that upon expiration of the term of the Zone, the total projected appraised value of taxable real property in the Zone will be \$205 million.

12. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY. The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2015, the tax increment base of the Property will be \$49,150.

13. METHOD OF FINANCING. The City will, in the future, pay (using the TIRZ funds) the Project Costs and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to pay from the TIRZ Fund all actual Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay

the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs, shall be made solely from the TIRZ Fund and from no other funds of the City, unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the City Tax Increment calculated as a millage rate per \$100 of captured appraised value in the Zone that equals 13.22% of the City's real property tax rate in TIRZ years one through thirty (1-30).

15. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall be 30 years and commence on November 10, 2015, and shall continue until December 31, 2045, unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

16. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C	Map and Description of Proposed Uses of the Property
Exhibit D	Map of Public Improvements
Exhibit E	Project Costs
Exhibit F	Development Regulations
Exhibit G	Projected Absorption, Incremental Values and Incremental Taxes
Exhibit H	List of Parcels in the Zone

Exhibit A

Map of the Property and TIRZ Zone

Preliminary Project and Financing Plan



Exhibit B

Metes and Bounds Description of Property in the Zone

EXHIBIT A**129.34 ACRE TRACT****BEING THAT CERTAIN 129.34 ACRE TRACT OF LAND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:****LEGAL DESCRIPTION – 129.34 ACRE TRACT**

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, and the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being part of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, part of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.73 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 288.55 feet to a point for corner;

THENCE leaving the east right-of-way line of FM No. 1385, the following bearings and distances to points for corner:

South 88°27'40" East, a distance of 30.00 feet;
 South 44°23'08" East, a distance of 34.78 feet;
 North 89°41'24" East, a distance of 133.33 feet;
 South 79°00'00" East, a distance of 50.99 feet;
 North 89°41'24" East, a distance of 201.87 feet;
 North 00°18'36" West, a distance of 260.00 feet;
 North 89°41'24" East, a distance of 115.01 feet;
 North 00°18'36" West, a distance of 30.03 feet;
 North 89°43'38" East, a distance of 1139.90 feet;
 South 00°18'36" East, a distance of 289.29 feet;
 North 89°41'24" East, a distance of 209.80 feet;
 North 00°18'36" West, a distance of 117.53 feet;
 North 89°41'24" East, a distance of 75.00 feet;
 South 88°19'36" East, a distance of 53.07 feet;
 South 88°47'56" East, a distance of 52.10 feet;
 South 86°46'41" East, a distance of 53.14 feet;
 South 85°37'03" East, a distance of 52.58 feet;
 South 84°41'22" East, a distance of 52.33 feet;

South 83°46'24" East, a distance of 51.94 feet;
 South 82°36'46" East, a distance of 53.09 feet;
 South 81°16'00" East, a distance of 51.64 feet;
 South 80°09'14" East, a distance of 52.01 feet;
 South 79°30'19" East, a distance of 52.38 feet;
 South 77°54'04" East, a distance of 54.04 feet;
 South 76°36'04" East, a distance of 50.78 feet;
 South 76°01'58" East, a distance of 51.81 feet;
 South 74°30'07" East, a distance of 52.51 feet;
 South 73°33'41" East, a distance of 52.39 feet;
 South 72°13'09" East, a distance of 52.58 feet;
 South 71°19'16" East, a distance of 52.45 feet;
 South 70°13'27" East, a distance of 51.48 feet;
 South 69°30'53" East, a distance of 50.91 feet;
 South 69°02'36" East, a distance of 50.00 feet;
 South 71°09'40" East, a distance of 50.07 feet;
 South 75°38'05" East, a distance of 50.17 feet;
 South 81°08'40" East, a distance of 50.08 feet;
 South 82°56'19" East, a distance of 55.00 feet;
 South 83°00'05" East, a distance of 253.99 feet;
 And South 87°23'54" East, a distance of 90.00 feet, said point being the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a central angle of 00°25'00", a radius of 1985.00 feet, a chord which bears North 02°23'36" East, a chord distance of 14.43 feet, for an arc distance of 14.44 feet to the end of said curve, a point for corner;

THENCE South 88°40'51" East, a distance of 410.04 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 05°33'46", a radius of 2395.00 feet, a chord which bears South 04°49'06" West, a chord distance of 232.44 feet, for an arc distance of 232.53 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

South 82°24'01" East, a distance of 50.00 feet;
 South 82°59'10" East, a distance of 115.06 feet;
 South 08°38'01" West, a distance of 91.90 feet;
 South 10°31'15" West, a distance of 79.58 feet;
 South 12°18'08" West, a distance of 79.58 feet;
 South 14°05'00" West, a distance of 79.58 feet;
 South 15°53'29" West, a distance of 81.97 feet;
 South 17°38'39" West, a distance of 76.00 feet;
 South 13°54'11" West, a distance of 61.67 feet;
 South 06°55'46" West, a distance of 45.36 feet;
 South 00°55'40" West, a distance of 55.53 feet;
 South 00°23'16" East, a distance of 50.00 feet;
 South 89°36'44" West, a distance of 45.87 feet;
 South 00°23'16" East, a distance of 115.00 feet;
 South 89°36'44" West, a distance of 552.07 feet;
 South 00°23'16" East, a distance of 165.00 feet;
 South 89°36'44" West, a distance of 41.70 feet;
 South 00°23'16" East, a distance of 121.55 feet;
 And North 89°18'13" East, a distance of 1367.16 feet, said point being located on
 a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT;

THENCE South 00°41'45" West, with said line described in Boundary Line Agreement, a distance of 445.13 feet to a point for corner;

THENCE leaving said line described in Boundary Line Agreement, the following bearings and distances to points for corner:

South 89°18'13" West, a distance of 130.62 feet;
 South 00°41'47" East, a distance of 115.00 feet;
 South 89°18'13" West, a distance of 420.00 feet;
 South 00°41'47" East, a distance of 280.00 feet;
 And South 89°18'13" West, a distance of 1596.20 feet, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 20°05'53", a radius of 1355.00 feet, a chord which bears North 14°43'52" East, a chord distance of 472.87 feet, for an arc distance of 475.30 feet to the end of said curve, a point for corner;

THENCE North 65°13'12" West, a distance of 90.00 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 01°50'33", a radius of 1445.00 feet, a chord which bears North 25°42'04" East, a chord distance of 46.46 feet, for an arc distance of 46.47 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

North 63°22'39" West, a distance of 51.93 feet;
 South 89°18'13" West, a distance of 618.59 feet;
 North 00°41'47" West, a distance of 5.00 feet
 And South 89°18'13" West, a distance of 129.75 feet, said point being located on the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°24'23" West, with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, a distance of 452.70 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a point (located in tree) for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE North 89°39'05" East, leaving the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 9.96 feet to a point for corner;

THENCE the following bearings and distances to points for corner:

North 00°18'36" West, a distance of 694.32 feet;
 South 89°41'24" West, a distance of 1254.90 feet;
 South 00°18'36" East, a distance of 54.57 feet;
 South 89°41'24" West, a distance of 115.02 feet;
 And South 00°18'36" East, a distance of 648.96 feet, said point being located on the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 464.36 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 129.34 acres of land, more or less.

Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C

Map and Description of Proposed Uses of the Property



TIRZ 4 Area:

	70's	60's	50's	Models	Total	Acres
TIRZ 4	40	180	280	15	515	129.34

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

Exhibit D

Map of Public Improvements

Exhibit D

INCLUDING DEPICTION OF MUNICIPAL SITE



Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

Exhibit E
Project Costs

Description	Total Cost
Municipal site	\$1,000,000
Park Contribution	\$2,000,000
Roadway Improvements- Crutchfield	\$795,377
Bond issuance costs	\$1,174,331
Total Project Costs	\$4,969,708

Projects Costs for TIRZ #4	35.5%	\$1,764,868
Projects Costs for TIRZ #8	64.5%	\$3,204,840
Total Project Costs		\$4,969,708

Exhibit F
Development Regulations

EXHIBIT F
DEVELOPMENT STANDARDS FOR TRACT B
Planned Development Regulations

For a 128 acre tract of land out of the Thomas H. McIntyre Survey, Abstract No. 903 in the City of Celina ETJ and Denton County, Texas.

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, proposed lakes, ornamental trees and shade trees. In addition, this planned development shall have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

3.0 General Regulations

3.1 All regulations for the District 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 significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission as well as the City of Celina City Council through a PD amendment. The following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD.

- Street patterns,
- Building locations and individual uses as proposed, may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of the land uses remains as shown in Exhibit C.

3.3 A property owners association shall be established and shall be responsible for the maintenance of all open space areas.

3.4 The Concept Plan depicts two principal districts, a "SF-R," Single-Family Residential District and "CF," Community Facilities District.

3.5 All single-family detached homes may be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in Section 6.0 Area Regulations of this PD.

3.6. Single-family homes shall back or side to the CF tract and the single family developer shall provide a six (6) foot tall solid masonry fence adjacent to the CF tract.

4.0 Use Regulations

4.1 The permitted uses within the planned development are outlined below.

(A) **SF-R Single-Family Residential District:** The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
- Community Facility Uses
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Amenity centers
- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
- School, pre-k through 12 (public or private)

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

5.0 Area Regulations: CF Community Facilities District (Tract 2)

5.1 The permitted uses shall be CF Community Facilities District Uses, referred to herein, and the associated uses defined in sections 14.03.007 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Permitted (P) or conditional (C) uses:

Cellular/wireless communications tower	P
Cemetery and/or mausoleum	P
Clinic or office (medical)	P

Community center (municipal)	P
Community college (public or private)	P
Electrical generating plant	P
Electrical substation	P
Emergency care clinic	P
Franchised private utility	P
Governmental building (municipal, state or federal)	P
Hospital (acute care/chronic care)	P
Landfill	P
Library (public)	P
Outdoor Warning Device	P
Post office (governmental)	P
School, business/commercial trade	P
School, pre-k through 12 (public or private)	P
University (public or private)	P
Wastewater treatment plant (public)	P
Water treatment plant (public)	P

(2) Prohibited uses:

Check cashing service
 Recycling kiosk
 Sexually oriented business
 Accessory dwelling

(3) Area regulations:

a) Size of lots.

(i) Size of yards.

- Minimum front yard: Twenty-five (25) feet
- Minimum side yard: Fifteen (15) feet.
- Minimum rear yard: Twenty-five (25) feet
- Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to the height of the building, but not less than twenty-five (25) feet.

- b) Maximum impervious surface. 75% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.
- c) Building size for nonresidential structures. The building footprint area shall not exceed 85,000 square feet in size.
- d) Connectivity: No vehicular connectivity to other tracts is required.
- e) Concept Plans are not required for the CF-Community Facilities tract.

6.0 Area Regulations: SF-R Single-Family Residential (Tract 1)

6.1 General Area regulations:

- a) The lot widths shall be measured along the arc of the primary structure setback line.
- b) 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.

6.2 The following amended area regulations shall apply:

Lot Type A:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be 115 feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be 115 feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

6.3 The maximum number of lots permitted within the District shall not exceed 450 lots. The percentage of lots per Lot Type is as follows:

Lot Type A: 50% Minimum

Lot Type B: 50% Maximum

7.0 Parking Regulations

7.1 Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line.

8.0 Landscape & Irrigation Regulations

8.1 Residential: The landscape and irrigation requirements for all residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.087 of the City of Celina Zoning Ordinance, as exists or may be amended.

8.2 Non-Residential: The landscape and requirements for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.086 of the City of Celina Zoning Ordinance, as exists or may be amended.

8.3 Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E and the following:

- Tree
 - Caddo Maple
 - Golden Raintree
- Other Shrubs
 - Knockout Rose
 - Purple Pixie Loropetalum
 - Golden Dot Euonymus
 - Red Yucca
 - Smoke Tree
 - Butterfly Bush
 - Coral Drift Rose
 - Pink Skull Cap
- Ground Cover
 - Little Bluestem
 - Weeping Love Grass
 - Mexican Feather

9 Open Space Regulations

9.1 General:

- a) Open Space may consist of any pervious areas including landscape reserves, publically accessible detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and amenitized on a minimum of three (3) sides. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:
- b) Open Space Requirements
 - (1) Single Family Open Space Requirements
 - a. A minimum of six (6) acres or one (1) acre per 75 dwelling units, whichever is higher, must be provided for all single family developments.

10 Screening Regulations

- 10.1 Non-Residential: The screening requirement for all non-residential uses shall be a six (6) foot solid masonry wall and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.122 of the City of Celina Zoning Ordinance, as exists or may be amended.
- 10.2 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.123 of the City of Celina Zoning Ordinance, as exists or may be amended.
- 10.3 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

11 Subdivision Regulations

11.1 Development shall meet the standards as required by the City of Celina Subdivision Ordinance except as follows:

- 1. Minor Arterial Thoroughfare – All Minor Arterial Thoroughfares shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of required turn lanes

at each of the median openings that are related to the residential development. Intersections at other Arterials shall flare to provide additional ten (10) feet of ROW for right turn lanes.

2. Major Collector: – Major collectors shall be a four (4) lane divided roadway within an eight (80) foot right-of-way that will be dedicated to the City.
 3. Minor Collector: – Minor collectors shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City.
 4. FM 1385: – It is anticipated that right-of-way dedications along FM 1385 and Parvin Road may be required in the future for a midblock right-of-way width of one-hundred twenty (120) feet. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.
 5. Detention. Any and all detention from the CF-Community Facilities site shall be provided on Tract 1 along with the detention from the SF-R acreage.
- 11.2 Sanitary Sewer Mains:
1. Pipe Embedment – the embedment for sewer mains less than fifteen (15) inch shall generally be class B+, and the embedment for sewer mains fifteen (15) inch and greater shall generally be class H, unless otherwise noted by the engineer of record.

CITY OF CELINA, TEXAS

ORDINANCE 2015-18
SUTTON FIELDS PD-52

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 510.80 ACRE TRACT OF LAND LOCATED IN THE F. WILKERSON SURVEY, ABSTRACT NUMBER 1411, H. RUE SURVEY, ABSTRACT NUMBER 1111, T. COX SURVEY, ABSTRACT NUMBER 309, J. RUE SURVEY, ABSTRACT NUMBER 1109, AND THE C. JACKSON SURVEY, ABSTRACT NUMBER 1546, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #52; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as "PD" Planned Development District, #23 on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B".

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein, as "PD" Planned Development District #23.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the development standards set forth in Exhibit "C"; the concept plan set forth in Exhibit "D" and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

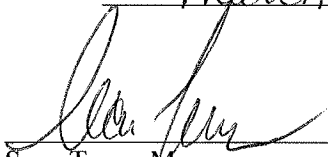
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

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.

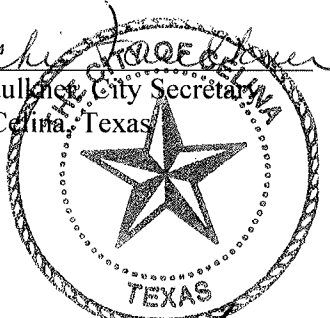
PASSED AND APPROVED by the City Council of the City of Celina, Texas this 17 day of March, 2015.


Sean Terry, Mayor
City of Celina, Texas

ATTEST:


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]



APPROVED AS TO FORM:


City Attorney
City of Celina, Texas

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

EXHIBIT "A"
DESCRIPTION
510.80 ACRES

Being a 510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, said tract being all of the following tracts of land; a called 36.740 acre tract of land described in a deed to Tarsan Corporation, recorded as Document Number 2002-108524 of the Real Property Records of Denton County Texas (RPRDCT), a called 111.925 acre tract of land described in a deed to Mike A. Myers Holdings, L.P., recorded as Document Number 2005-33384 of the said RPRDCT, a called 190.449 acre tract of land described in a deed to Amanda A. Myers Irrevocable Asset Trust, recorded as Document Number 2011-125051 of the said RPRDCT, a called 97.547 acre tract of land described in a deed to Ok Kyun Kim and Youngmoo Kim, Trustees of the Kim Family Living Trust, recorded as Document Number 2005-86220 of the said RPRDCT, a called 52.775 acre tract of land described in a deed to Frisco Industrial Partners, recorded as Document Number 2008-66233, a called 18.0152 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2005-93340 of the said RPRDCT, and a called 3.415 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2007-53939 of the said RPRDCT, and being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northwest corner of said Tarsan Corporation in the east Right-of-Way line of Farm to Market Road 1385 (called 80 foot Right-of-Way), said point is also the southwest corner of a tract of land described in a deed to Denton County 128 Development, L.L.C., recorded as Document Number 2013-135475;

THENCE South 88 Degrees 16 Minutes 38 Seconds East, the basis of all bearings hereto, with the north line of said Tarsan tract, for a distance of 1770.62 feet to a point for the northwest corner of said Mike A. Myers called 111.925 acre tract of land;

THENCE South 88 Degrees 17 Minutes 12 Seconds East, with the north line of said Mike A. Myers tract for a distance of 1660.51 feet to a point for the northeast corner of said Mike A. Myers tract in the west line of a said Amanda A. Myers tract;

THENCE North 01 Degree 59 Minutes 06 Seconds East, with the west line of said Amanda A. Myers tract for a distance of 858.60 to a point for the northwest corner of said Amanda A. Myers Tract;

THENCE South 88 Degrees 21 Minutes 42 Seconds East, with the north line of said Amanda A. Myers tract for a distance of 1759.25 feet to a point for the northeast corner of said Amanda A. Myers tract;

THENCE the following bearings and distances with the easterly line of said Amanda A. Myers tract:

South 01 Degree 44 Minutes 39 Seconds West, for a distance of 2685.00 feet to a point for corner;

North 88 Degrees 38 Minutes 13 Seconds West, for a distance of 527.67 feet to a point for corner;

South 02 Degrees 49 Minutes 30 Seconds West, for a distance of 2985.51 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 87 Degrees 03 Minutes 51 Seconds West, with the south line of said Amanda A. Myers tract for a distance of 1163.45 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 01 Degree 25 Minutes 02 Seconds East, with the west line of said Amanda A. Myers tract, and the east line of a called 1.25 acre tract of land described in a deed to Donald K. Estep and wife Sonja K. Estep, recorded as Document Number 2001-99806 of the said RPRDCT, for a distance of 280.54 feet to a point for the northeast corner of said Estep tract;

THENCE North 88 Degrees 36 Minutes 00 Seconds West, with the north line of said Estep tract for a distance of 237.50 feet to a point for the northwest corner of said Estep Tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Estep tract and the easterly line of said Kim Family Trust tract for a distance of 733.64 feet to a point for the southwest corner of a called 1.00 acre tract of land described in a deed to David P. Brewer and Carolyn J. Brewer, recorded as Document Number 2012-34990;

THENCE South 88 Degrees 36 Minutes 00 Seconds East, with the south line of said Brewer tract for a distance of 237.50 to a point for corner located in the approximate centerline of Parvin Road (an undedicated road and in the west line of a tract of land described in a deed to Jo Lynn Carey Ninemire and Mark Carlton Carey, recorded as Document Number 2014-16824 of said RPRDCT;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the easterly line of said Kim Family Trust tract, the west line of said Carey tract, and the approximate centerline of said Parvin Road for a distance of 490.70 feet to a point for the southeast corner of said Kim Family Trust tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the southerly line of said Kim Family trust tract and the approximate centerline of said Parvin Road for a distance of 378.71 feet to a point for the southeast corner of a called 5.00 acre tract of land described in a deed to John M. Cosper and wife Jackie Cosper, recorded in Volume 785, Page 507 of said RPRDCT;

THENCE North 01 Degree 25 Minutes 00 Seconds East, with the east line of said Cosper tract for a distance of 268.61 feet to a point for the northeast corner of said Cosper tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the north line of said Cosper tract for a distance of 820.00 feet to a point for the northwest corner of said Cosper tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Cosper tract for a distance of 268.61 to a point for the southwest corner of said Cosper tract located in the approximate center line of said Parvin Road;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the approximate centerline of said Parvin Road and the southerly line of said Kim Family Trust tract for a distance of 462.05 feet to a point for the southwest corner of said Kim Family Trust tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the west line of said Kim Family Trust tract for a distance of 59.95 feet to a point for the southeast corner of said Frisco Industrial Partners tract;

THENCE North 88 Degrees 34 Minutes 07 Seconds West, with the southerly line of said Frisco Industrial Partners tract for a distance of 1667.80 feet to a point for corner;

THENCE North 84 Degrees 45 Minutes 22 Seconds West, continuing with said southerly line for a distance of 150.33 feet to a point for corner;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, continuing with said southerly line for a distance of 127.23 feet to a point for the southwest corner of said Frisco Industrial Partners tract located in the east Right-of-Way Line of said F.M. 1385;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 127.23 feet to a point for corner;

THENCE North 00 Degrees 09 Minutes 33 Seconds West, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 150.33 feet to a point for corner;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 906.47 feet to a point for the northwest corner of said Frisco Industrial Partners tract;

THENCE South 88 Degrees 30 Minutes 32 Seconds East, with the north line of said Frisco Industrial Partners tract and the south line of a called 44.562 acre tract of land described in a deed to Anna Liz Hong, recorded as Document Number 2014-15601 of said RPRDCT, for a distance of 1908.45 feet to a point for the northeast corner of said Frisco Industrial Partners tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the westerly line of said Kim Family Trust tract for a distance of 1546.15 feet to a point for the northwest corner of said Kim Family Trust tract and the southwest corner of said Mike A. Myers 111.925 acre tract;

THENCE North 01 Degree 42 Minutes 10 Seconds East, with the west line of said Mike A. Myers 111.925 acre tract for a distance of 951.61 feet to a point for the southeast corner of Lot

12 of the Country View Addition, an Addition to Denton County, Texas recorded in Cabinet F, Page 267 of the Plat Records of Denton County Texas (PRDCT);

THENCE North 01 Degree 57 Minutes 30 Seconds East, with the east line of said Country View Addition for a distance of 588.24 to a point for the northeast corner of Lot 11 of said Country View Addition and the southwest corner of said Mike A. Myers called 18.0152 acre tract;

THENCE North 88 Degrees 47 Minutes 12 Seconds West, with the south line of said Mike A. Myers called 18.0152 acre tract and the north line of said Country View Addition, for a distance of 1297.98 feet to a point for the southeast corner of said Mike A. Myers called 3.415 acre tract;

THENCE North 88 Degrees 45 Minutes 37 Seconds West, with the south line of said Mike A. Myers called 3.415 acre tract and the north line of said Country View Addition, for a distance of 522.66 feet to a point for the southwest corner of said Mike A. Myers called 3.415 acre tract located in the east Right-of-Way line of said F.M. 1385, said point also being the northwest corner of said Country View Addition;

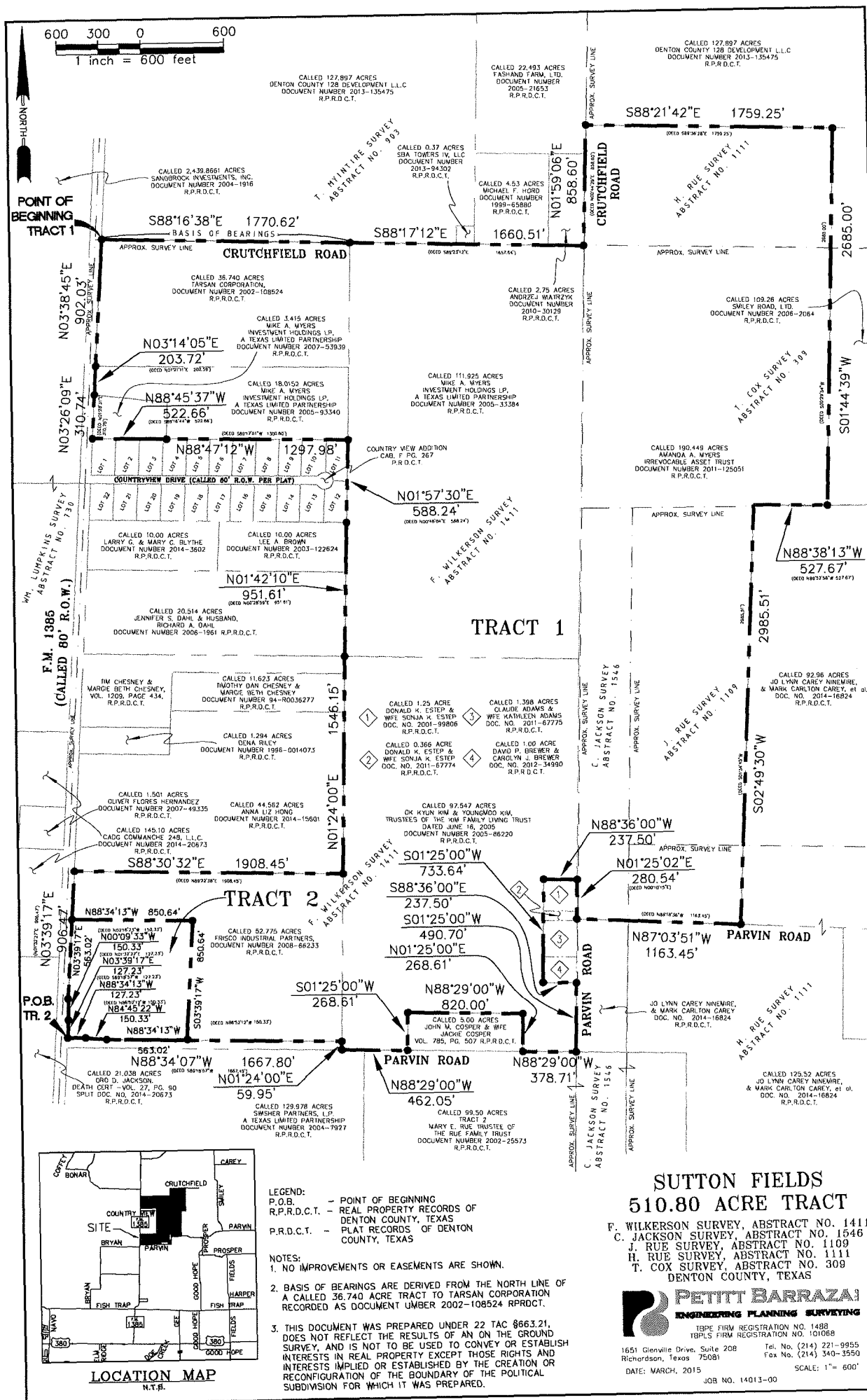
THENCE North 03 Degrees 26 Minutes 09 Seconds East, with the west line of said Mike A. Myers called 3.415 acre tract and the east Right-of-Way line of said F.M. 1385, for a distance of 310.74 feet to a point for the northwest corner of said Mike A. Myers called 3.415 acre tract and a westerly corner of said Mike A. Myers called 18.0152 acre;

THENCE North 03 Degrees 14 Minutes 05 Seconds East, continuing with the east Right-of-Way line of said F.M. 1385 and with the westerly line of said Mike A. Myers called 18.0152 acre tract for a distance of 203.72 feet to a point for the northwest corner of said Mike A. Myers called 18.0152 acre tract and the southwest corner of said Tarsan tract;

THENCE North 03 Degrees 38 Minutes 45 Seconds East continuing with the east Right-of-Way line of said F.M. 1385 and with the west line of said Tarsan tract for a distance of 902.03 feet to the **POINT OF BEGINNING** and containing 510.80 acres more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)



data summary			
Gross Site Area:	510		
	SF	Acres	Gross %
'SF-R' Single Family	17,249,760	396	78%
Open Space	2,395,800	53	11%
Right of Way	1,437,490	33	6%
'RO' Retail and Office	696,960	16	3%
School Site	435,600	10	2%
Residential Product Type:	Max. Lots	Min. SF	Density %
Single Family:			
A 70' x 115' Lot	370	8,050	3.4 20% Min.
B 80' x 115' Lot	560	6,500	4.2 30% Min.
C 50' x 115' Lot	930	5,750	5.1 50% Max.
Total	1,860 Max.		



NOTE: The acreages shown above are approximate. Minor Collectors with 60' ROW shall have 44' back-to-back pavement. Lots fronting Minor Collectors with 60' ROW shall have a minimum front yard setback of 25'. The geometry for ingress/egress points along FM 1385 shall be coordinated with the Director of Engineering at time of the submittal and review of the General Development Plan and platting.

EXHIBIT C

SUTTON FIELDS SINGLE-FAMILY DEVELOPMENT
FRISCO INDUSTRIAL PARTNERS RETAIL DEVELOPMENT
CELINA, DENTON COUNTY, TEXAS



PETITT BARRAZA

DATE: JANUARY, 2015

F:\2014\401300\EXHIBIT\401300.P14 Zoning\EXHIBIT.dwg Jan 26, 2015 - 11:58 am chancack

EXHIBIT D

Planned Development Regulations

For a 494 acre tract of land out of the Freeman Wilkerson Survey, Abstract No. 1411 in the City of Celina, City of Celina ETJ and Denton County, Texas.

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, proposed lakes, ornamental trees and shade trees. In addition, this planned development shall have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

3.0 General Regulations

3.1 All regulations for the District 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 significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission, as well as, the City of Celina City Council through a PD a PD amendment. Following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD.

- Street pattern, building location and individual uses as proposed, may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of the land uses remains as shown in Exhibit C.

3.3 A property owners association shall be established and shall be the owner and responsible for the maintenance of all open space areas.

3.4 All single-family detached and attached residences can be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in section 5.0 Area Regulations of this PD.

3.5 The Concept Plan depicts two principal districts, a "SF-R", Single-Family Residential District and "RO", Retail and Office District.

4.0 Use Regulations

4.1 The permitted uses within the planned development are outlined below.

- (A) SF-R Single-Family Residential District: The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

- (1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
- Community Facility Uses
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Amenity centers
- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
- School, pre-k through 12 (public or private)

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

(B) RO Retail and Office District: The permitted uses shall be RO Retail and Office District Uses, referred to herein, and the associated uses defined in sections 14.03.007 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service)	C
Auto laundry or carwash	C
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	P
Bank/credit unions	P
Offices (professional and general business)	P

Child day care (business)	P
Parking lot structure, commercial (auto)	P
Church/place of worship	P
Personal services shop	P
Concrete or asphalt batching plant (temporary)	P
Pet and animal grooming shop without outdoor kennels	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	P
Farmers market (public)	P
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Funeral home without crematorium	P
Veterinarian (indoor kennels)	P
Garden shop (inside storage)	P

(2) Prohibited uses:

Check cashing service
Recycling kiosk
Sexually oriented business
Accessory dwelling

(3) Height regulations:

- a) Main building(s). Maximum forty-five (45) feet.
- b) Accessory buildings. Maximum one story or twenty-five (25) feet for accessory buildings.

(4) Area regulations:

- a) Size of lots.
 - (i) Maximum lot size. Eighteen (18) acres
 - (ii) Size of yards.
 - Minimum front yard: twenty-five (25) feet; all yards adjacent to a street shall be considered front yards.
 - Minimum side yard: Eight (8) feet; fifteen (15) feet when adjacent to a residential lot.
 - Minimum rear yard: fifteen (15) feet

- Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to the height of the building, but not less than twenty-five (25) feet.
 - b) Minimum open space requirement. 15% of the total lot area.
 - c) Maximum impervious surface. 80% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.
 - d) Building size for nonresidential structures. The building footprint area shall not exceed 85,000 square feet in size.
 - e) Connectivity: A minimum of two (2) vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- (5) Parking requirements: Refer to article 14.05, division 2. The following regulations shall also be applicable:
- a) Parking/Loading Requirements
 - (iii) A minimum stacking length of eighty (80) feet measured from the street right-of-way to the first intersection aisle or paving stall shall be required for access from FM 1385 and Parvin Road. Deceleration lanes are required for all ingress/egress from FM 1385 and Parvin Road.
- (6) Landscaping requirements: Refer to article 14.05, division 3.
- (7) Special district requirements:
- a) Building facade review. Building facade (elevation) plans shall be submitted for commission review and approval by the city council along with the site plan. Facade plans shall clearly show how the building(s) will look, especially as viewed from the major thoroughfare upon which the property faces or sides, and will portray a reasonably accurate depiction of the anticipated materials and colors to be used
 - b) Open storage: Open storage and outdoor displays are prohibited.
 - c) Temporary facilities: There shall be no permanent use of temporary facilities or buildings.
 - d) Other regulations: Refer to article 14.05, development standards and use regulations.

5.0 Area Regulations

5.1 General Area regulations:

- a) The lot widths shall be measured along the arc of the primary structure setback line.
- b) 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.

5.2 The following amended area regulations shall apply:

Lot Type A:

Minimum Lot Area: The minimum lot area shall be eight thousand fifty (8,050) square feet.

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 (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet for front entry lots and the minimum depth of the rear yard shall be twenty (20) feet for rear entry lots.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street; garage access may also be accomplished utilizing "swing-in" driveways.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) 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-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type C:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) 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-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

5.3 The maximum number of lots permitted within the District shall not exceed 1,860 lots. The percentage of lots per Lot Type is as follows:

- Lot Type A: 20% Minimum
- Lot Type B: 30% Minimum
- Lot Type C: 50% Maximum

6.0 Parking Regulations

6.1 Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line.

7.0 Landscape & Irrigation Regulations

7.1 Residential: The landscape and irrigation requirements for all residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.087 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.2 Non-Residential: The landscape and requirements for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.086 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.3.1 Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E and the following:

- Tree
 - Caddo Maple
 - Golden Raintree
- Other Shrubs
 - Knockout Rose
 - Purple Pixie Loropetalum
 - Golden Dot Euonymus
 - Red Yucca
 - Smoke Tree
 - Butterfly Bush

- Coral Drift Rose
- Pink Skull Cap
- Ground Cover
 - Little Bluestem
 - Weeping Love Grass
 - Mexican Feather

8.0 Open Space Regulations

8.1 General:

- a) Open Space may consist of any pervious areas including landscape reserves, publically accessible detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and amenitized on a minimum of three (3) sides. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:
- b) Open Space Requirements
 - (1) Single Family Open Space Requirements
 - a. A minimum of eighteen (18) acres or one (1) acre per 75 dwelling units, whichever is higher, must be provided for all single family developments.
 - (2) Retail and Office Open Space Requirements
 - a. A minimum of fifteen (15) percent of the total lot area must be provided for retail and office developments.

9.0 Screening Regulations

9.1 Non-Residential: The screening requirement for all non-residential uses shall be a six (6) foot solid masonry wall and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.122 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.2 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.123 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.3 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

10.0 Sub-division Regulations

9.1 Development shall meet the standards as required in the City of Celina

Subdivision Ordinance except as follows:

1. Minor Arterial Thoroughfare – All Minor Arterial Thoroughfares shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of required turn lanes at each of the median openings that are related to the residential development. Intersections at other Arterials shall flare to provide additional ten (10) feet of ROW for right turn lanes.
2. Major Collector: – Major collectors shall be a four (4) lane divided roadway within an eight (80) foot right-of-way that will be dedicated to the City.
3. Minor Collector: – Minor collectors shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City.
4. FM 1385 & Parvin: – It is anticipated that right-of-way dedications along FM 1385 and Parvin Road may be required in the future for a midblock right-of-way width of one-hundred twenty (120) feet. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

Sanitary Sewer Mains

1. Pipe Embedment – the embedment for sewer mains less than fifteen (15) inch shall generally be class B+, and the embedment for sewer mains fifteen (15) inch and greater shall generally be class H, unless otherwise noted by the engineer of record.

Exhibit G
Projected Absorption, Incremental Values and Incremental Taxes

TAX INCREMENT REINVESTMENT ZONE No. 4
CITY OF CELINA, TX

Schedule ____: Projected Absorption - NIA 1

Assessment Year	Debt Service Year	Bond Year Ending	Lot Type 1 (70' Lot)		Lot Type 2 (60' Lot)		Lot Type 3 (50' Lot)		Total	
			Annual ¹	Cumulative	Annual ¹	Cumulative	Annual ¹	Cumulative	Annual	Cumulative
1-Jan-15	1	1-Oct-15	0	0	0	0	0	0	0	0
1-Jan-16	2	1-Oct-16	0	0	0	0	0	0	0	0
1-Jan-17	3	1-Oct-17	0	0	0	0	0	0	0	0
1-Jan-18	4	1-Oct-18	8	8	35	35	60	60	103	103
1-Jan-19	5	1-Oct-19	24	32	105	140	140	200	269	372
1-Jan-20	6	1-Oct-20	8	40	55	195	80	280	143	515
1-Jan-21	7	1-Oct-21		40		195		280	0	515
1-Jan-22	8	1-Oct-22		40		195		280	0	515
1-Jan-23	9	1-Oct-23		40		195		280	0	515
1-Jan-24	10	1-Oct-24		40		195		280	0	515
1-Jan-25	11	1-Oct-25		40		195		280	0	515
1-Jan-26	12	1-Oct-26		40		195		280	0	515
1-Jan-27	13	1-Oct-27		40		195		280	0	515
1-Jan-28	14	1-Oct-28		40		195		280		515
1-Jan-29	15	1-Oct-29		40		195		280		515
1-Jan-30	16	1-Oct-30		40		195		280		515
1-Jan-31	17	1-Oct-31		40		195		280		515
1-Jan-32	18	1-Oct-32		40		195		280		515
1-Jan-33	19	1-Oct-33		40		195		280		515
1-Jan-34	20	1-Oct-34		40		195		280		515
1-Jan-35	21	1-Oct-35		40		195		280		515
1-Jan-36	22	1-Oct-36		40		195		280		515
1-Jan-37	23	1-Oct-37		40		195		280		515
1-Jan-38	24	1-Oct-38		40		195		280		515
1-Jan-39	25	1-Oct-39		40		195		280		515
1-Jan-40	26	1-Oct-40		40		195		280		515
1-Jan-41	27	1-Oct-41		40		195		280		515
1-Jan-42	28	1-Oct-42		40		195		280		515
1-Jan-43	29	1-Oct-43		40		195		280		515
1-Jan-44	30	1-Oct-44		40		195		280		515
1-Jan-45	31	1-Oct-45		40		195		280		515
1-Jan-46	32	1-Oct-46		40		195		280		515
1-Jan-47	33	1-Oct-47		40		195		280		515
1-Jan-48	34	1-Oct-48		40		195		280		515
1-Jan-49	35	1-Oct-49		40		195		280		515
Total			40		195		280		515	

MuniCap, Inc.

1 - The projected absorption numbers are provided by the Developer.

26-Jul-17

E

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

**TAX INCREMENT REINVESTMENT ZONE No. 4
CITY OF CELINA, TX**

Schedule I__ : Projected Assessed Value - NIA 1

CAGR - 5Yr

1.97%

Assessment	Debt Service	Bond Year	Inflation	Lot Type 1 (70' Lot)			Lot Type 2 (60' Lot)			Lot Type 3 (50' Lot)			Total	Estimated Assessment	Estimated Asses
				Units	Value Per	Market	Units	Value Per	Market	Units	Value Per	Market	Estimated Market		
					Unit ²	Value		Unit ²	Value		Unit ²	Value	Value		
Year	Year	Ending	Factor ¹												
1-Jan-15	1	1-Oct-15	100.0%	0	\$367,500	\$0	0	\$327,897	\$0	0	\$299,000	\$0	\$0	100%	\$0
1-Jan-16	2	1-Oct-16	100.0%	0	\$367,500	\$0	0	\$327,897	\$0	0	\$299,000	\$0	\$0	100%	\$0
1-Jan-17	3	1-Oct-17	100.0%	0	\$367,500	\$0	0	\$327,897	\$0	0	\$299,000	\$0	\$0	100%	\$0
1-Jan-18	4	1-Oct-18	102.0%	8	\$374,723	\$2,997,782	35	\$334,342	\$11,701,964	60	\$304,876	\$18,292,588	\$32,992,334	100%	\$32,992
1-Jan-19	5	1-Oct-19	104.0%	32	\$382,087	\$12,226,798	140	\$340,913	\$47,727,806	200	\$310,868	\$62,173,683	\$122,128,287	100%	\$122,12
1-Jan-20	6	1-Oct-20	106.0%	40	\$389,597	\$15,583,875	195	\$347,613	\$67,784,555	280	\$316,978	\$88,753,878	\$172,122,307	100%	\$172,12
1-Jan-21	7	1-Oct-21	108.1%	40	\$397,254	\$15,890,156	195	\$354,445	\$69,116,773	280	\$323,208	\$90,498,221	\$175,505,150	100%	\$175,50
1-Jan-22	8	1-Oct-22	110.2%	40	\$405,061	\$16,202,456	195	\$361,411	\$70,475,174	280	\$329,560	\$92,276,847	\$178,954,478	100%	\$178,95
1-Jan-23	9	1-Oct-23	112.4%	40	\$413,022	\$16,520,895	195	\$368,514	\$71,860,273	280	\$336,037	\$94,090,430	\$182,471,598	100%	\$182,47
1-Jan-24	10	1-Oct-24	114.6%	40	\$421,140	\$16,845,592	195	\$375,757	\$73,272,595	280	\$342,642	\$95,939,656	\$186,057,843	100%	\$186,05
1-Jan-25	11	1-Oct-25	116.8%	40	\$429,417	\$17,176,670	195	\$383,142	\$74,712,673	280	\$349,376	\$97,825,227	\$189,714,570	100%	\$189,71
1-Jan-26	12	1-Oct-26	119.1%	40	\$437,856	\$17,514,256	195	\$390,672	\$76,181,055	280	\$356,242	\$99,747,856	\$193,443,166	100%	\$193,44
1-Jan-27	13	1-Oct-27	121.5%	40	\$446,462	\$17,858,476	195	\$398,350	\$77,678,295	280	\$363,244	\$101,708,272	\$197,245,043	100%	\$197,24
1-Jan-28	14	1-Oct-28	123.9%	40	\$455,237	\$18,209,461	195	\$406,179	\$79,204,962	280	\$370,383	\$103,707,217	\$201,121,640	100%	\$201,12
1-Jan-29	15	1-Oct-29	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-30	16	1-Oct-30	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-31	17	1-Oct-31	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-32	18	1-Oct-32	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-33	19	1-Oct-33	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-34	20	1-Oct-34	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-35	21	1-Oct-35	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-36	22	1-Oct-36	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-37	23	1-Oct-37	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-38	24	1-Oct-38	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-39	25	1-Oct-39	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-40	26	1-Oct-40	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-41	27	1-Oct-41	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-42	28	1-Oct-42	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-43	29	1-Oct-43	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-44	30	1-Oct-44	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07
1-Jan-45	31	1-Oct-45	126.3%	40	\$464,184	\$18,567,345	195	\$414,162	\$80,761,634	280	\$377,662	\$105,745,449	\$205,074,428	100%	\$205,07

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)

MuniCap, Inc.

¹ The property values are projected to grow by approximately 1.97% per year based on the 5-yr CAGR calculated based on the total net taxable property values reported in the Collin CAD certified rolls for tax years 2009 through 2013.

² Estimated home sales prices per unit are based on information provided by the Developer.

**TAX INCREMENT REINVESTMENT ZONE No. 4
CITY OF CELINA, TX**

Schedule __: Projected Incremental Real Property Tax - Phase 1

Assessment Year	Debt Service Year	Bond Year Ending	Inflation Factor	Estimated Assessed Value	Base Year Value ¹	Estimated Incremental Assessed Value	City of Celina Tax Rate	Estimated Real Property Tax ²	Base Year Tax ³	Estimated Incremental Real Property Tax	PID Allocation Percentage ⁴	Estimated Incremental Real Property Tax Available
1-Jan-15	1	1-Oct-15	100.0%	\$49,150	(\$49,150)	\$0	\$0.6450	\$317	(\$317)	\$0	13.22%	\$0
1-Jan-16	2	1-Oct-16	100.0%	\$49,150	(\$49,150)	\$0	\$0.6450	\$317	(\$317)	\$0	13.22%	\$0
1-Jan-17	3	1-Oct-17	100.0%	\$49,150	(\$49,150)	\$0	\$0.6450	\$317	(\$317)	\$0	13.22%	\$0
1-Jan-18	4	1-Oct-18	102.0%	\$32,992,334	(\$49,150)	\$32,943,184	\$0.6450	\$212,801	(\$317)	\$212,484	13.22%	\$28,090
1-Jan-19	5	1-Oct-19	104.0%	\$122,128,287	(\$49,150)	\$122,079,137	\$0.6450	\$787,727	(\$317)	\$787,410	13.22%	\$104,095
1-Jan-20	6	1-Oct-20	106.0%	\$172,122,307	(\$49,150)	\$172,073,157	\$0.6450	\$1,110,189	(\$317)	\$1,109,872	13.22%	\$146,724
1-Jan-21	7	1-Oct-21	108.1%	\$175,505,150	(\$49,150)	\$175,456,000	\$0.6450	\$1,132,008	(\$317)	\$1,131,691	13.22%	\$149,609
1-Jan-22	8	1-Oct-22	110.2%	\$178,954,478	(\$49,150)	\$178,905,328	\$0.6450	\$1,154,256	(\$317)	\$1,153,939	13.22%	\$152,550
1-Jan-23	9	1-Oct-23	112.4%	\$182,471,598	(\$49,150)	\$182,422,448	\$0.6450	\$1,176,942	(\$317)	\$1,176,625	13.22%	\$155,549
1-Jan-24	10	1-Oct-24	114.6%	\$186,057,843	(\$49,150)	\$186,008,693	\$0.6450	\$1,200,073	(\$317)	\$1,199,756	13.22%	\$158,607
1-Jan-25	11	1-Oct-25	116.8%	\$189,714,570	(\$49,150)	\$189,665,420	\$0.6450	\$1,223,659	(\$317)	\$1,223,342	13.22%	\$161,725
1-Jan-26	12	1-Oct-26	119.1%	\$193,443,166	(\$49,150)	\$193,394,016	\$0.6450	\$1,247,708	(\$317)	\$1,247,391	13.22%	\$164,904
1-Jan-27	13	1-Oct-27	121.5%	\$197,245,043	(\$49,150)	\$197,195,893	\$0.6450	\$1,272,231	(\$317)	\$1,271,914	13.22%	\$168,146
1-Jan-28	14	1-Oct-28	123.9%	\$201,121,640	(\$49,150)	\$201,072,491	\$0.6450	\$1,297,235	(\$317)	\$1,296,918	13.22%	\$171,452
1-Jan-29	15	1-Oct-29	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-30	16	1-Oct-30	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-31	17	1-Oct-31	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-32	18	1-Oct-32	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-33	19	1-Oct-33	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-34	20	1-Oct-34	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-35	21	1-Oct-35	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-36	22	1-Oct-36	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-37	23	1-Oct-37	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-38	24	1-Oct-38	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-39	25	1-Oct-39	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-40	26	1-Oct-40	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-41	27	1-Oct-41	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-42	28	1-Oct-42	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-43	29	1-Oct-43	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-44	30	1-Oct-44	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
1-Jan-45	31	1-Oct-45	126.3%	\$205,074,428	(\$49,150)	\$205,025,278	\$0.6450	\$1,322,730	(\$317)	\$1,322,413	13.22%	\$174,822
								\$34,302,191		\$34,292,363		\$4,533,429
<i>MuniCap, Inc.</i>								<i>Net Increments retained</i>		\$29,758,934		

¹ The base year value represents the total 2015 market values shown in the property records of Denton CAD for the 11 parcels in the TIRZ.

² The estimated real property taxes are calculated using the 2015 City tax rate and assuming the tax rate will remain the same over the life of the TIRZ.

³ The base year taxes are estimated based on the total 2015 market values shown in the property records of Denton CAD for the 11 parcels in the TIRZ and the 2015 City tax rate.

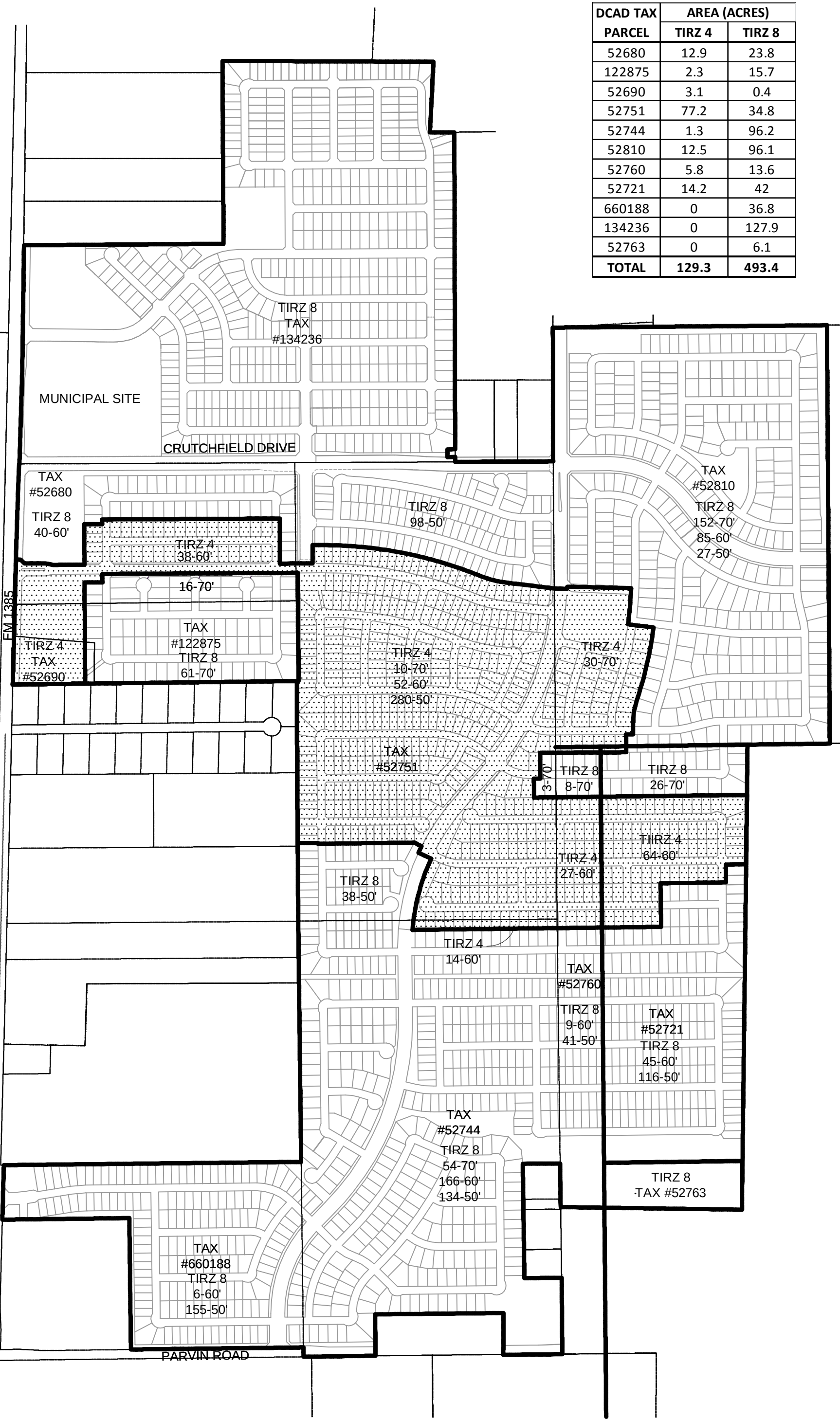
⁴ The projections assume that 13.22 percent of the projected incremental real property tax revenue will be committed to the PID for the payment of bond debt service.

Exhibit H
List of Parcels in the Zone

TIRZ #4 - List fo Parcels

Parcel ID	Year	Legal Description	2015 Appraised Value	2015 Assessed Value	2015 Market Value	Total Acreage per Engineer	Acreage NIA 1	Acreage NIA 2-5	2015 Prorated Assessed Value (NIA #1) - TIRZ Base Year Value
52680	2015	A1411A WILKERSON, TR 2, 36.74 ACRES	\$8,083	\$8,083	\$1,598,190	36.7	12.90	23.8	\$2,841.1
52690	2015	A1411A WILKERSON, TR 4, 3.42 ACRES, OLD DCAD TR #1A(1)	\$752	\$752	\$182,815	3.5	3.10	0.4	\$666.0
52721	2015	A1109A J. RUE, TR 3, 57.41 ACRES, OLD DCAD TR #1	\$12,630	\$12,630	\$3,068,831	56.2	14.20	42.0	\$3,191.1
52744	2015	A1411A WILKERSON, TR 12, 97.51 ACRES, OLD DCAD TR #2 & 2A(4)	\$94,123	\$94,123	\$3,900,400	97.5	1.30	96.2	\$1,254.1
52751	2015	A1411A WILKERSON, TR 1, 111.925 ACRES, OLD DCAD TR #1	\$43,940	\$43,940	\$1,987,699	112.0	77.20	34.8	\$30,287.1
52760	2015	A1546A C. JACKSON, TR 1, 18.31 ACRES, OLD DCAD TR #1	\$2,014	\$2,014	\$978,755	19.4	5.80	13.6	\$602.1
52763	2015	A1111A H. RUE, TR 2, 6.75 ACRES, OLD DCAD TR #1	\$56,302	\$56,302	\$362,402	6.1	0.00	6.1	\$0.0
52810	2015	A0309A T. COX, TR 7, 106.0 ACRES, OLD DCAD TR #4	\$85,151	\$85,151	\$2,018,674	108.6	12.50	96.1	\$9,800.1
122875	2015	A1411A WILKERSON, TR 3, 18.0 ACRES, OLD DCAD TR #1B(1)	\$3,960	\$3,960	\$962,184	18.0	2.30	15.7	\$506.1
134236	2015	A0903A T. MCINTIRE, TR 8, 127.688 ACRES, OLD DCAD TR #2B	\$14,046	\$14,046	\$2,560,000	127.9	0.00	127.9	\$0.0
660188	2015	A1411A WILKERSON, TR 11A(1A), 36.77 ACRES	\$8,089	\$8,089	\$1,838,500	36.8	0.00	36.8	\$0.0
		Total	\$329,090	\$329,090	\$19,458,450	622.7	129.30	493.4	\$49,111.1

DCAD TAX PARCEL	AREA (ACRES)	
	TIRZ 4	TIRZ 8
52680	12.9	23.8
122875	2.3	15.7
52690	3.1	0.4
52751	77.2	34.8
52744	1.3	96.2
52810	12.5	96.1
52760	5.8	13.6
52721	14.2	42
660188	0	36.8
134236	0	127.9
52763	0	6.1
TOTAL	129.3	493.4



Attachment: TIRZ 4 Amendment (Sutton Fields II TIRZ 4 PH)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates, Inc.
 CC: Lance Vanzant, City Attorney
 Date: September 12, 2017
 Re: Sutton Fields II Creating Tax Increment Reinvestment Zone Number Eight

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony on the creation of a Reinvestment Zone consisting of approximately 493.439 acres generally located North of Parvin Road, East of FM 1385, South and North of Crutchfield Road, and West of Crutchfield Road as it turns South and Parvin Road as it turns North and act upon an ordinance of the City Council of the City of Celina, Texas, designating a contiguous geographic area within the city as a Reinvestment Zone pursuant to chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Eight. (Sutton Fields II) (Petty)

Background Information:

In accordance with the Developer Agreement changes done earlier in the year for the developer Sutton Fields II, the TRIZ #8 is created to cover the Neighborhood Areas #2-5 in the Sutton Fields development. (Neighborhood Area #1 is covered by TIRZ #4). The changes in the water and wastewater provider for the Sutton development resulted in significant savings to the City, and as such, allowed the City to reduce their contribution of the TIRZ given that the PID projects were properly reallocated to other PID eligible public improvements, but not necessarily projects that the City would participate in relative to the TRIZ. The Preliminary Project Plan identifies and provides for the projects will participate in, and associated costs of issuance for those projects, and provides for a cap to the total amounts of TIRZ allocated as a credit against the underlying PID assessment.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Reviewed by the City Legal Team, City Staff, and Consultants.

Supporting Documents:

Sutton Fields II TIRZ No. 8 Preliminary Project and Finance Plan

Staff Recommendation:

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER EIGHT, CITY OF CELINA; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City (the “City Council”) desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the metes and bounds attached hereto as **Exhibit A** and more generally depicted in **Exhibit B** attached hereto (the “Zone”); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Eight, City of Celina*, dated August 8, 2017, attached as **Exhibit C** (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before August 1, 2017, which date is before the seventh (7th) day before the public hearing held on August 8, 2017; and

WHEREAS, on August 8, 2017, the City Council opened a public hearing in accordance with Section 311.003(c) of the Act continued the public hearing to September 12, 2017; and

WHEREAS, the City Council reconvened the public hearing on September 12, 2017, and interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on September 12, 2017; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and
- (b) That creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits A*** and ***B*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as described and depicted in ***Exhibits A*** and ***B***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the City limits; and
 2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements impairs south growth of the City; and
- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and
- (g) That the development or redevelopment of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and
- (h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and
- (i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in ***Exhibits A*** and ***B*** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Eight, City of Celina** (hereinafter referred to as the “Zone”).

SECTION 4. BOARD OF DIRECTORS.

- (a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the “Board”) consisting of six (6) members all appointed by the City Council. Council Members may serve as Board members.
- (b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age, and is a resident of the county in which the Zone is located or a county adjacent to that county.

- (c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.
- (e) Directors shall not receive any salary or other compensation for their services as directors.
- (f) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.
- (g) The initial Board shall be six members and the following shall be members:
 1. City Councilmember, Place 1
 2. City Councilmember, Place 2
 3. City Councilmember, Place 3
 4. City Councilmember, Place 4
 5. City Councilmember, Place 5
 6. City Councilmember, Place 6

The City Council hereby appoints Mayor Pro-Tem to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor Pro-Tem is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2044; (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act; (iii) at such time that the obligation, if any, to support indebtedness of the Sutton Fields II Public Improvement District has been satisfied; or (iv) at an earlier time designated by subsequent ordinance.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing

Sutton Fields II TIRZ #8 Creation

Page 4

unit participating in the Zone, is the total taxable value of all real property taxable by the City or other taxing unit participating in the Zone, and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). That consistent with Section 311.012(a) of the Act, the amount of the Tax Increment for a year is seven and 76/100 percent (7.76%) of property taxes levied, assessed, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). That consistent with Section 311.012(b) of the Texas Tax Code, as amended, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the unit and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into subaccounts as authorized by subsequent ordinances, into which all tax increments of the City, as such increments are described in the Project and Finance Plan and includes administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general fund as determined by the City.

SECTION 8. SEVERABILITY CLAUSE.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been

discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. **EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 12th DAY OF SEPTEMBER, 2017.

Chad Anderson, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, Attorney for City of Celina

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

Exhibit A

Depiction and Metes and Bounds Description of the Zone

493.439 ACRE TRACT**BEING THAT CERTAIN 493.439 ACRE TRACT OF LAND DESCRIBED BY METES
AND BOUNDS AS FOLLOWS:****LEGAL DESCRIPTION - 622.779 ACRE TRACT**

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT, all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a
Sutton Fields II TIRZ #8 Creation
Page 7

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, continuing with the east right-of-way line of FM No. 1385, a distance of 2.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°41'28" East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

THENCE North 00°48'41" East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a 1/2 inch iron rod found for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°34'28" East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°20'50" West, with a west line of said Denton County 128 Development LLC tract, a distance of

546.92 feet to a 5/8 inch iron rod found for corner;

THENCE North 00°25'58" West, with a west line of said Denton County 128 Development LLC tract, a distance of

553.08 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°04'10" East, with a west line of said Denton County 128 Development LLC

tract, a distance of

73.78 feet to a 1/2 inch iron rod found for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a 3/8 inch iron rod found for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE South 89°47'07" East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a distance of 395.15 feet to a 1/2 inch iron rod found for corner;

THENCE South 02°54'24" West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°30'36" East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to 1/2 inch iron rod found for corner located at a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;

THENCE South 00°08'58" East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a 1/2 inch iron rod found for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No. 2013-94302, RPRDCT;

THENCE South 89°15'21" West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°56'04" East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°12'39" East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a 1/2 inch iron rod found for corner located on said most easterly east line of said Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;

THENCE South 01°18'28" East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.08 feet to a 1/2 inch iron rod found for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, a distance of 627.96 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005- 122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for

corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road, and with the west line of the Amanda

S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southeast corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003- 122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

Sutton Fields II TIRZ #8 Creation

Page 13

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION – 129.34 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, and the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being part of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005- 33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, part of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011- 125051, RPRDCT, and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.73 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract, recorded in Document No. 2007-

53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 288.55 feet to a point for corner;

THENCE leaving the east right-of-way line of FM No. 1385, the following bearings and distances

to points for corner: South 88°27'40" East, a distance of 30.00 feet;

South 44°23'08" East, a distance of 34.78 feet;

North 89°41'24" East, a distance of 133.33 feet; South 79°00'00" East, a distance of 50.99 feet; North 89°41'24" East, a distance of 201.87 feet; North 00°18'36" West, a distance of 260.00 feet; North 89°41'24" East, a distance of 115.01 feet; North 00°18'36" West, a distance of 30.03 feet; North 89°43'38" East, a distance of 1139.90 feet; South 00°18'36" East, a distance of 289.29 feet; North 89°41'24" East, a distance of 209.80 feet; North 00°18'36" West, a distance of 117.53 feet; North 89°41'24" East, a distance of 75.00 feet; South 88°19'36" East, a distance of 53.07 feet; South 88°47'56" East, a distance of 52.10 feet; South 86°46'41" East, a distance of 53.14 feet; South 85°37'03" East, a distance of 52.58 feet; South 84°41'22" East, a distance of 52.33 feet; South 83°46'24" East, a distance of 51.94 feet; South 82°36'46" East, a distance of 53.09 feet; South 81°16'00" East, a distance of 51.64 feet; South 80°09'14" East, a distance of 52.01 feet; South 79°30'19" East, a distance of 52.38 feet; South 77°54'04" East, a distance of 54.04 feet; South 76°36'04" East, a distance of 50.78 feet; South 76°01'58" East, a distance of 51.81 feet; South 74°30'07" East, a distance of 52.51 feet; South 73°33'41" East, a distance of 52.39 feet; South 72°13'09" East, a distance of 52.58 feet; South 71°19'16" East, a distance of 52.45 feet; South 70°13'27" East, a distance of 51.48 feet; South 69°30'53" East, a distance of 50.91 feet; South 69°02'36" East, a distance of 50.00 feet; South 71°09'40" East, a distance of 50.07 feet; South 75°38'05" East, a distance of 50.17 feet; South 81°08'40" East, a distance of 50.08 feet; South 82°56'19" East, a distance of 55.00 feet; South 83°00'05" East, a distance of 253.99 feet;

And South 87°23'54" East, a distance of 90.00 feet, said point being the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a central angle of 00°25'00", a radius of 1985.00 feet, a chord which bears North 02°23'36" East, a chord distance of 14.43 feet, for an arc distance of 14.44 feet to the end of said curve, a point for corner;

THENCE South 88°40'51" East, a distance of 410.04 feet to a point for corner, said point being Sutton Fields II TIRZ #8 Creation

the beginning of a non- tangent curve to the right;

THENCE with said curve to the right having a central angle of 05°33'46", a radius of 2395.00 feet, a chord which bears South 04°49'06" West, a chord distance of 232.44 feet, for an arc distance of 232.53 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner: South 82°24'01" East, a distance of 50.00 feet;

South 82°59'10" East, a distance of 115.06 feet;

South 08°38'01" West, a distance of 91.90 feet; South 10°31'15" West, a distance of 79.58 feet; South 12°18'08" West, a distance of 79.58 feet; South 14°05'00" West, a distance of 79.58 feet; South 15°53'29" West, a distance of 81.97 feet; South 17°38'39" West, a distance of 76.00 feet; South 13°54'11" West, a distance of 61.67 feet; South 06°55'46" West, a distance of 45.36 feet; South 00°55'40" West, a distance of 55.53 feet; South 00°23'16" East, a distance of 50.00 feet; South 89°36'44" West, a distance of 45.87 feet; South 00°23'16" East, a distance of 115.00 feet; South 89°36'44" West, a distance of 552.07 feet; South 00°23'16" East, a distance of 165.00 feet; South 89°36'44" West, a distance of 41.70 feet; South 00°23'16" East, a distance of 121.55 feet;

And North 89°18'13" East, a distance of 1367.16 feet, said point being located on a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT;

THENCE South 00°41'45" West, with said line described in Boundary Line Agreement, a distance of 445.13 feet to a point for corner;

THENCE leaving said line described in Boundary Line Agreement, the following bearings and distances to points for corner:

South 89°18'13" West, a distance of 130.62 feet; South 00°41'47" East, a distance of 115.00 feet; South 89°18'13" West, a distance of 420.00 feet; South 00°41'47" East, a distance of 280.00 feet;

And South 89°18'13" West, a distance of 1596.20 feet, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 20°05'53", a radius of 1355.00 feet, a chord which bears North 14°43'52" East, a chord distance of 472.87 feet, for an arc distance of 475.30 feet to the end of said curve, a point for corner;

THENCE North 65°13'12" West, a distance of 90.00 feet to a point for corner, said point being

the beginning of a non- tangent curve to the right;

THENCE with said curve to the right having a central angle of 01°50'33", a radius of 1445.00 feet, a chord which bears North 25°42'04" East, a chord distance of 46.46 feet, for an arc distance of 46.47 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner: North 63°22'39" West, a distance of 51.93 feet;

South 89°18'13" West, a distance of 618.59 feet; North 00°41'47" West, a distance of 5.00 feet

And South 89°18'13" West, a distance of 129.75 feet, said point being located on the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°24'23" West, with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, a distance of 452.70 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a point (located in tree) for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE North 89°39'05" East, leaving the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 9.96 feet to a point for corner;

THENCE the following bearings and distances to points for corner: North 00°18'36" West, a distance of 694.32 feet;

South 89°41'24" West, a distance of 1254.90 feet;

South 00°18'36" East, a distance of 54.57 feet; South 89°41'24" West, a distance of 115.02 feet;

And South 00°18'36" East, a distance of 648.96 feet, said point being located on the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 464.36 feet to the

POINT OF BEGINNING of herein described tract of land containing an area of 129.34 acres of land, more or less.

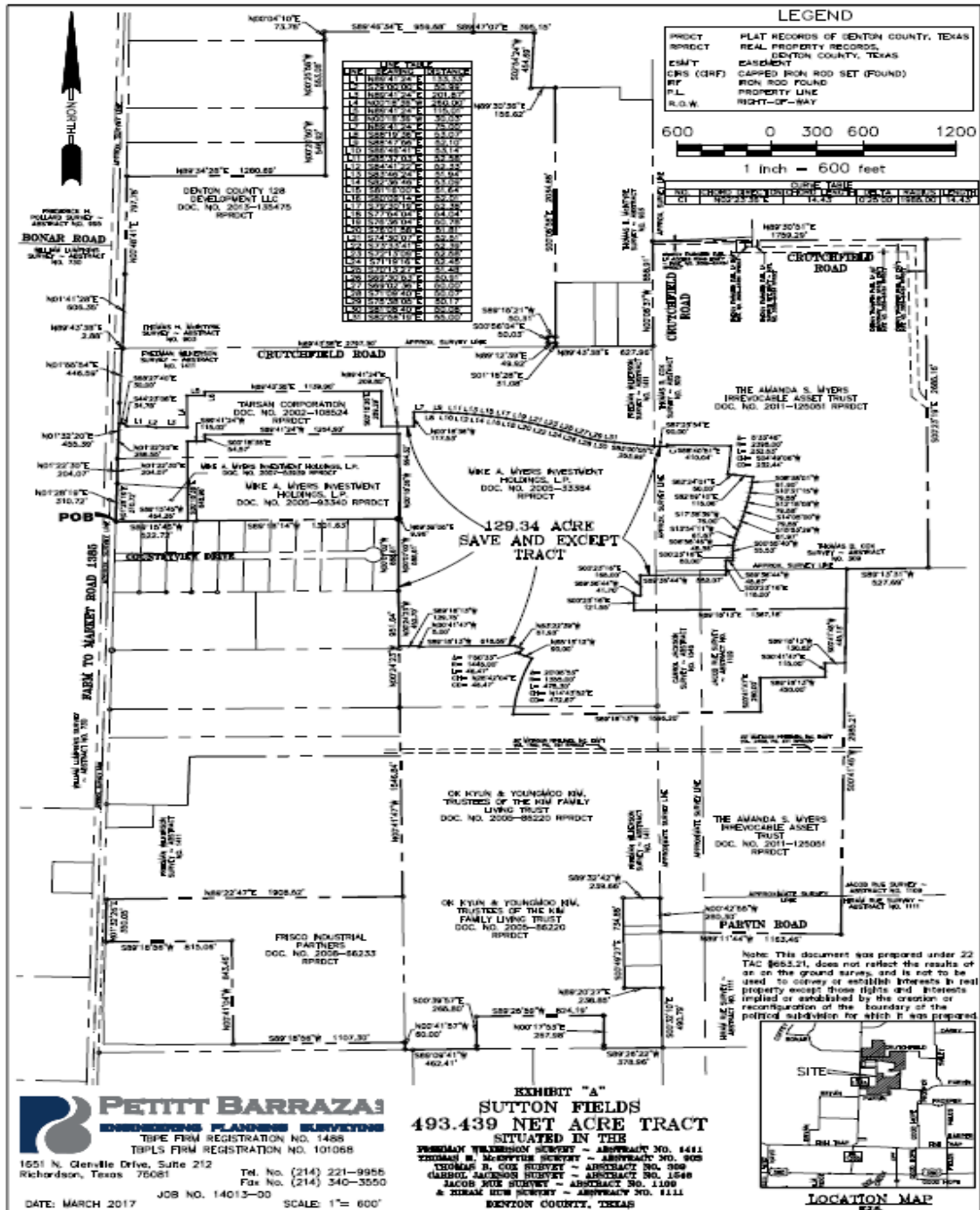
LEAVING A NET AREA OF 493.439 ACRES OF LAND, MORE OR LESS.

Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

Exhibit B

Depiction of Property Described in Exhibit A



Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

Exhibit C**Preliminary Project Plan and Finance Plan**

See Attached

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

*REINVESTMENT ZONE NUMBER EIGHT
CITY OF CELINA
PRELIMINARY PROJECT PLAN AND FINANCE PLAN*

(the “Preliminary Plan”)

September 12, 2017

1. INTRODUCTION.

1.1 Authority and Purpose. The City of Celina, Texas, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 The Zone. By City Council action on _____, 20____, the City created a tax increment reinvestment zone to be known as "Reinvestment Zone Number Eight, City of Celina" (the "Zone") that includes approximately 493.439 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Property is currently zoned as PD-52 and PD-62. The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, the County, and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, and to all of the region quality developments.

1.4 Preliminary Plan; Hearing. Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owner of the Property (the "Owner") was given a reasonable opportunity to

protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated September 12, 2017 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council adopted ordinance _____ on _____, 20____ in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of _____ (____) members (the "Board").

1.6 Board Recommendations. After the creation of the Zone, the Board, during its _____, 20____, meeting, reviewed the updated Preliminary Plan and approved and recommended to the City Council: (a) this *Final Project and Finance Plan for Reinvestment Zone Number Eight, City of Celina* (as amended, the "Final Plan") pursuant to which the City will contribute a portion of its ad valorem tax increment (the "City Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone into the TIRZ Fund to pay such costs.

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, considered and approved the Preliminary Plan on _____, 2-____.

2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property in the Zone is non- contiguous, is currently located in the City's corporate limits and is zoned as PD-52 and PD-62. The Property is underdeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on Exhibit A.

2.2 Proposed Uses. The Property is zoned consistent with the Zoning Ordinance and the uses permitted by Planned Development PD-52 and PD-62. A map of the Property and description of the proposed uses of the Property are shown on Exhibit C.

2.3 Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on Exhibit B. The list of Parcels in the Zone is shown in Exhibit H.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. Development of the Property will involve only those changes established by the City of Celina Zoning Ordinance, as amended.

4. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant non-project costs funded by the Sutton Fields II Public Improvement District and private developer dollars, and estimated at 99.2 million for the Zone.

6. PROPOSED PUBLIC IMPROVEMENTS.

6.1 Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed by the Zone are as follows: roadways, City park dedication, municipal site and other public improvements, including associated real estate acquisitions. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall be reviewed, inspected, approved, and accepted by the City.

6.2 Locations of Public Improvements. The estimated locations of some of the proposed Public Improvements ("Public Improvements") to be funded by the City as defined Section 6.1, are shown in **Exhibit D**. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan. The remaining Public Improvements are funded by Sutton Fields II Public Improvement District and private developer dollars, as further described in the Service and Assessment Plan for the Sutton Fields Public Improvement District.

7. PROJECT COSTS.

7.1 Estimated Project Costs. The total project costs for the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the Initial Public Improvements and are estimated to be \$3,204,840 in 2017 Dollars, as set forth in **Exhibit E**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

7.2 Estimated Time When Costs Are To Be Incurred. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

8. ECONOMIC FEASIBILITY. For purposes of the Final Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in Exhibit G. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development in the Zone) of the Initial Public Improvements funded by the City and does not take into consideration the "multiplier effect" that will result from new development that occurs as a result, or new development outside the Zone. As illustrated in the Feasibility Study, during the term of the Zone, new development that occurs in the Zone which would not have occurred but for the Public Improvements constructed within the Zone and will generate approximately \$93,312,500 million in total new real property tax revenue. The taxing units that will participate in and benefit from new development within the Zone will retain approximately \$86,108,361 million as follows:

City of Celina net additional property tax revenue: \$86,108,361 million

These projections assume an annual property value inflation factor of 1.97%.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

9. ESTIMATED BONDED INDEBTEDNESS. No bonded indebtedness issued by the City is contemplated.

10. TOTAL APPRAISED VALUE. The current preliminary total appraised value of taxable real property in the Zone is \$1,244,861 million based on the allocation shown in Exhibit H. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone will be \$751,227,970 million.

12. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY. The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2017, the tax increment base of the Property will be \$1,244,861.

13. METHOD OF FINANCING. The City will, in the future, pay (using the TIRZ funds) the Project Costs and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to pay from the TIRZ Fund all actual Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs, shall be made solely from the TIRZ Fund and from no other funds of the City, unless otherwise approved by

the governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the City Tax Increment calculated as a millage rate per \$100 of captured appraised value in the Zone that equals 7.76% of the City's real property tax rate in TIRZ years one through twenty-five (1-25).

15. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall be 25 years and commence on January 1, 2017, and shall continue until December 31, 2042, unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

16. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C	Map and Description of Proposed Uses of the Property
Exhibit D	Map of Public Improvements
Exhibit E	Project Costs
Exhibit F	PD-52 and PD-62
Exhibit G	Projected Absorption, Incremental Values and Incremental Taxes
Exhibit H	List of Parcels in the Zone

Exhibit A
Map of the Property and TIRZ Zone

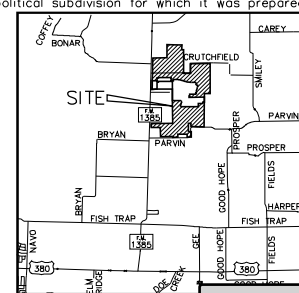


Exhibit B

Metes and Bounds Description of Property in the Zone

EXHIBIT A**493.439 ACRE TRACT****BEING THAT CERTAIN 493.439 ACRE TRACT OF LAND DESCRIBED BY METES AND
BOUNDS AS FOLLOWS:****LEGAL DESCRIPTION - 622.779 ACRE TRACT**

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT, all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, continuing with the east right-of-way line of FM No. 1385, a distance of 2.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°41'28" East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

THENCE North 00°48'41" East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a 1/2 inch iron rod found for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°34'28" East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°20'50" West, with a west line of said Denton County 128 Development LLC tract, a distance of 546.92 feet to a 5/8 inch iron rod found for corner;

THENCE North 00°25'58" West, with a west line of said Denton County 128 Development LLC tract, a distance of 553.08 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°04'10" East, with a west line of said Denton County 128 Development LLC tract, a distance of 73.78 feet to a 1/2 inch iron rod found for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a 3/8 inch iron rod found for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE South 89°47'07" East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a distance of 395.15 feet to a 1/2 inch iron rod found for corner;

THENCE South 02°54'24" West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°30'36" East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to 1/2 inch iron rod found for corner located at a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;

THENCE South 00°08'58" East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a 1/2 inch iron rod found for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No. 2013-94302, RPRDCT;

THENCE South 89°15'21" West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°56'04" East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°12'39" East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a 1/2 inch iron rod found for corner located on said most easterly east line of said Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;

THENCE South 01°18'28" East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.08 feet to a 1/2 inch iron rod found for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, a distance of 627.96 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road, and with the west line of the Amanda S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southeast corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION – 129.34 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, and the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being part of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, part of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.73 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment

Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 288.55 feet to a point for corner;

THENCE leaving the east right-of-way line of FM No. 1385, the following bearings and distances to points for corner:

South 88°27'40" East, a distance of 30.00 feet;
 South 44°23'08" East, a distance of 34.78 feet;
 North 89°41'24" East, a distance of 133.33 feet;
 South 79°00'00" East, a distance of 50.99 feet;
 North 89°41'24" East, a distance of 201.87 feet;
 North 00°18'36" West, a distance of 260.00 feet;
 North 89°41'24" East, a distance of 115.01 feet;
 North 00°18'36" West, a distance of 30.03 feet;
 North 89°43'38" East, a distance of 1139.90 feet;
 South 00°18'36" East, a distance of 289.29 feet;
 North 89°41'24" East, a distance of 209.80 feet;
 North 00°18'36" West, a distance of 117.53 feet;
 North 89°41'24" East, a distance of 75.00 feet;
 South 88°19'36" East, a distance of 53.07 feet;
 South 88°47'56" East, a distance of 52.10 feet;
 South 86°46'41" East, a distance of 53.14 feet;
 South 85°37'03" East, a distance of 52.58 feet;
 South 84°41'22" East, a distance of 52.33 feet;
 South 83°46'24" East, a distance of 51.94 feet;
 South 82°36'46" East, a distance of 53.09 feet;
 South 81°16'00" East, a distance of 51.64 feet;
 South 80°09'14" East, a distance of 52.01 feet;
 South 79°30'19" East, a distance of 52.38 feet;
 South 77°54'04" East, a distance of 54.04 feet;
 South 76°36'04" East, a distance of 50.78 feet;
 South 76°01'58" East, a distance of 51.81 feet;
 South 74°30'07" East, a distance of 52.51 feet;
 South 73°33'41" East, a distance of 52.39 feet;
 South 72°13'09" East, a distance of 52.58 feet;
 South 71°19'16" East, a distance of 52.45 feet;
 South 70°13'27" East, a distance of 51.48 feet;
 South 69°30'53" East, a distance of 50.91 feet;
 South 69°02'36" East, a distance of 50.00 feet;
 South 71°09'40" East, a distance of 50.07 feet;
 South 75°38'05" East, a distance of 50.17 feet;
 South 81°08'40" East, a distance of 50.08 feet;
 South 82°56'19" East, a distance of 55.00 feet;
 South 83°00'05" East, a distance of 253.99 feet;
 And South 87°23'54" East, a distance of 90.00 feet, said point being the beginning of a non-tangent curve to the left;

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

THENCE with said curve to the left having a central angle of $00^{\circ}25'00''$, a radius of 1985.00 feet, a chord which bears North $02^{\circ}23'36''$ East, a chord distance of 14.43 feet, for an arc distance of 14.44 feet to the end of said curve, a point for corner;

THENCE South $88^{\circ}40'51''$ East, a distance of 410.04 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of $05^{\circ}33'46''$, a radius of 2395.00 feet, a chord which bears South $04^{\circ}49'06''$ West, a chord distance of 232.44 feet, for an arc distance of 232.53 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

South $82^{\circ}24'01''$ East, a distance of 50.00 feet;
 South $82^{\circ}59'10''$ East, a distance of 115.06 feet;
 South $08^{\circ}38'01''$ West, a distance of 91.90 feet;
 South $10^{\circ}31'15''$ West, a distance of 79.58 feet;
 South $12^{\circ}18'08''$ West, a distance of 79.58 feet;
 South $14^{\circ}05'00''$ West, a distance of 79.58 feet;
 South $15^{\circ}53'29''$ West, a distance of 81.97 feet;
 South $17^{\circ}38'39''$ West, a distance of 76.00 feet;
 South $13^{\circ}54'11''$ West, a distance of 61.67 feet;
 South $06^{\circ}55'46''$ West, a distance of 45.36 feet;
 South $00^{\circ}55'40''$ West, a distance of 55.53 feet;
 South $00^{\circ}23'16''$ East, a distance of 50.00 feet;
 South $89^{\circ}36'44''$ West, a distance of 45.87 feet;
 South $00^{\circ}23'16''$ East, a distance of 115.00 feet;
 South $89^{\circ}36'44''$ West, a distance of 552.07 feet;
 South $00^{\circ}23'16''$ East, a distance of 165.00 feet;
 South $89^{\circ}36'44''$ West, a distance of 41.70 feet;
 South $00^{\circ}23'16''$ East, a distance of 121.55 feet;
 And North $89^{\circ}18'13''$ East, a distance of 1367.16 feet, said point being located on
 a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT;

THENCE South $00^{\circ}41'45''$ West, with said line described in Boundary Line Agreement, a distance of 445.13 feet to a point for corner;

THENCE leaving said line described in Boundary Line Agreement, the following bearings and distances to points for corner:

South $89^{\circ}18'13''$ West, a distance of 130.62 feet;
 South $00^{\circ}41'47''$ East, a distance of 115.00 feet;
 South $89^{\circ}18'13''$ West, a distance of 420.00 feet;
 South $00^{\circ}41'47''$ East, a distance of 280.00 feet;
 And South $89^{\circ}18'13''$ West, a distance of 1596.20 feet, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of $20^{\circ}05'53''$, a radius of 1355.00 feet, a chord which bears North $14^{\circ}43'52''$ East, a chord distance of 472.87 feet, for an arc distance of 475.30 feet to the end of said curve, a point for corner;

THENCE North $65^{\circ}13'12''$ West, a distance of 90.00 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 01°50'33", a radius of 1445.00 feet, a chord which bears North 25°42'04" East, a chord distance of 46.46 feet, for an arc distance of 46.47 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

North 63°22'39" West, a distance of 51.93 feet;
 South 89°18'13" West, a distance of 618.59 feet;
 North 00°41'47" West, a distance of 5.00 feet
 And South 89°18'13" West, a distance of 129.75 feet, said point being located on the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°24'23" West, with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, a distance of 452.70 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a point (located in tree) for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE North 89°39'05" East, leaving the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 9.96 feet to a point for corner;

THENCE the following bearings and distances to points for corner:

North 00°18'36" West, a distance of 694.32 feet;
 South 89°41'24" West, a distance of 1254.90 feet;
 South 00°18'36" East, a distance of 54.57 feet;
 South 89°41'24" West, a distance of 115.02 feet;
 And South 00°18'36" East, a distance of 648.96 feet, said point being located on the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 464.36 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 129.34 acres of land, more or less.

LEAVING A NET AREA OF 493.439 ACRES OF LAND, MORE OR LESS.

Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C

Map and Description of Proposed Uses of the Property

TIRZ 8 Area:

	70's	60's	50's	Models	Total	Acres
TIRZ 8	351	603	825	0	1779	493.439

TIRZ NO. 8

CRUTCHFIELD DRIVE

FM 1385

TIRZ NO. 8

TIRZ NO. 8

TIRZ NO. 8

PARVIN ROAD

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)



Exhibit D

Map of Public Improvements

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

Exhibit D

INCLUDING DEPICTION OF MUNICIPAL SITE



Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

Exhibit E
Project Costs

Description	Total Cost
Municipal site	\$1,000,000
Park Contribution	\$2,000,000
Roadway Improvements- Crutchfield	\$795,377
Bond issuance costs	\$1,174,331
Total Project Costs	\$4,969,708

Projects Costs for TIRZ #4	35.5%	\$1,764,868
Projects Costs for TIRZ #8	64.5%	\$3,204,840
Total Project Costs		\$4,969,708

Exhibit F
PD-52 and PD-62

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

CITY OF CELINA, TEXAS

ORDINANCE 2015-18
SUTTON FIELDS PD-52

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 510.80 ACRE TRACT OF LAND LOCATED IN THE F. WILKERSON SURVEY, ABSTRACT NUMBER 1411, H. RUE SURVEY, ABSTRACT NUMBER 1111, T. COX SURVEY, ABSTRACT NUMBER 309, J. RUE SURVEY, ABSTRACT NUMBER 1109, AND THE C. JACKSON SURVEY, ABSTRACT NUMBER 1546, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #52; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as "PD" Planned Development District, #23 on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B".

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein, as "PD" Planned Development District #23.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the development standards set forth in Exhibit "C"; the concept plan set forth in Exhibit "D" and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

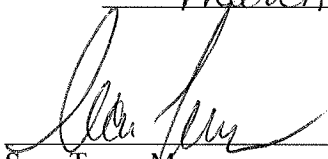
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

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 17 day of March, 2015.



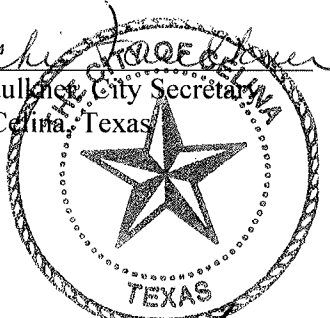
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

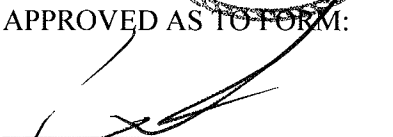


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]



APPROVED AS TO FORM:



City Attorney
City of Celina, Texas

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

EXHIBIT "A"
DESCRIPTION
510.80 ACRES

Being a 510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, said tract being all of the following tracts of land; a called 36.740 acre tract of land described in a deed to Tarsan Corporation, recorded as Document Number 2002-108524 of the Real Property Records of Denton County Texas (RPRDCT), a called 111.925 acre tract of land described in a deed to Mike A. Myers Holdings, L.P., recorded as Document Number 2005-33384 of the said RPRDCT, a called 190.449 acre tract of land described in a deed to Amanda A. Myers Irrevocable Asset Trust, recorded as Document Number 2011-125051 of the said RPRDCT, a called 97.547 acre tract of land described in a deed to Ok Kyun Kim and Youngmoo Kim, Trustees of the Kim Family Living Trust, recorded as Document Number 2005-86220 of the said RPRDCT, a called 52.775 acre tract of land described in a deed to Frisco Industrial Partners, recorded as Document Number 2008-66233, a called 18.0152 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2005-93340 of the said RPRDCT, and a called 3.415 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2007-53939 of the said RPRDCT, and being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northwest corner of said Tarsan Corporation in the east Right-of-Way line of Farm to Market Road 1385 (called 80 foot Right-of-Way), said point is also the southwest corner of a tract of land described in a deed to Denton County 128 Development, L.L.C., recorded as Document Number 2013-135475;

THENCE South 88 Degrees 16 Minutes 38 Seconds East, the basis of all bearings hereto, with the north line of said Tarsan tract, for a distance of 1770.62 feet to a point for the northwest corner of said Mike A. Myers called 111.925 acre tract of land;

THENCE South 88 Degrees 17 Minutes 12 Seconds East, with the north line of said Mike A. Myers tract for a distance of 1660.51 feet to a point for the northeast corner of said Mike A. Myers tract in the west line of a said Amanda A. Myers tract;

THENCE North 01 Degree 59 Minutes 06 Seconds East, with the west line of said Amanda A. Myers tract for a distance of 858.60 to a point for the northwest corner of said Amanda A. Myers Tract;

THENCE South 88 Degrees 21 Minutes 42 Seconds East, with the north line of said Amanda A. Myers tract for a distance of 1759.25 feet to a point for the northeast corner of said Amanda A. Myers tract;

THENCE the following bearings and distances with the easterly line of said Amanda A. Myers tract:

South 01 Degree 44 Minutes 39 Seconds West, for a distance of 2685.00 feet to a point for corner;

North 88 Degrees 38 Minutes 13 Seconds West, for a distance of 527.67 feet to a point for corner;

South 02 Degrees 49 Minutes 30 Seconds West, for a distance of 2985.51 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 87 Degrees 03 Minutes 51 Seconds West, with the south line of said Amanda A. Myers tract for a distance of 1163.45 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 01 Degree 25 Minutes 02 Seconds East, with the west line of said Amanda A. Myers tract, and the east line of a called 1.25 acre tract of land described in a deed to Donald K. Estep and wife Sonja K. Estep, recorded as Document Number 2001-99806 of the said RPRDCT, for a distance of 280.54 feet to a point for the northeast corner of said Estep tract;

THENCE North 88 Degrees 36 Minutes 00 Seconds West, with the north line of said Estep tract for a distance of 237.50 feet to a point for the northwest corner of said Estep Tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Estep tract and the easterly line of said Kim Family Trust tract for a distance of 733.64 feet to a point for the southwest corner of a called 1.00 acre tract of land described in a deed to David P. Brewer and Carolyn J. Brewer, recorded as Document Number 2012-34990;

THENCE South 88 Degrees 36 Minutes 00 Seconds East, with the south line of said Brewer tract for a distance of 237.50 to a point for corner located in the approximate centerline of Parvin Road (an undedicated road and in the west line of a tract of land described in a deed to Jo Lynn Carey Ninemire and Mark Carlton Carey, recorded as Document Number 2014-16824 of said RPRDCT;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the easterly line of said Kim Family Trust tract, the west line of said Carey tract, and the approximate centerline of said Parvin Road for a distance of 490.70 feet to a point for the southeast corner of said Kim Family Trust tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the southerly line of said Kim Family trust tract and the approximate centerline of said Parvin Road for a distance of 378.71 feet to a point for the southeast corner of a called 5.00 acre tract of land described in a deed to John M. Cosper and wife Jackie Cosper, recorded in Volume 785, Page 507 of said RPRDCT;

THENCE North 01 Degree 25 Minutes 00 Seconds East, with the east line of said Cosper tract for a distance of 268.61 feet to a point for the northeast corner of said Cosper tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the north line of said Cosper tract for a distance of 820.00 feet to a point for the northwest corner of said Cosper tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Cosper tract for a distance of 268.61 to a point for the southwest corner of said Cosper tract located in the approximate center line of said Parvin Road;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the approximate centerline of said Parvin Road and the southerly line of said Kim Family Trust tract for a distance of 462.05 feet to a point for the southwest corner of said Kim Family Trust tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the west line of said Kim Family Trust tract for a distance of 59.95 feet to a point for the southeast corner of said Frisco Industrial Partners tract;

THENCE North 88 Degrees 34 Minutes 07 Seconds West, with the southerly line of said Frisco Industrial Partners tract for a distance of 1667.80 feet to a point for corner;

THENCE North 84 Degrees 45 Minutes 22 Seconds West, continuing with said southerly line for a distance of 150.33 feet to a point for corner;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, continuing with said southerly line for a distance of 127.23 feet to a point for the southwest corner of said Frisco Industrial Partners tract located in the east Right-of-Way Line of said F.M. 1385;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 127.23 feet to a point for corner;

THENCE North 00 Degrees 09 Minutes 33 Seconds West, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 150.33 feet to a point for corner;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 906.47 feet to a point for the northwest corner of said Frisco Industrial Partners tract;

THENCE South 88 Degrees 30 Minutes 32 Seconds East, with the north line of said Frisco Industrial Partners tract and the south line of a called 44.562 acre tract of land described in a deed to Anna Liz Hong, recorded as Document Number 2014-15601 of said RPRDCT, for a distance of 1908.45 feet to a point for the northeast corner of said Frisco Industrial Partners tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the westerly line of said Kim Family Trust tract for a distance of 1546.15 feet to a point for the northwest corner of said Kim Family Trust tract and the southwest corner of said Mike A. Myers 111.925 acre tract;

THENCE North 01 Degree 42 Minutes 10 Seconds East, with the west line of said Mike A. Myers 111.925 acre tract for a distance of 951.61 feet to a point for the southeast corner of Lot

12 of the Country View Addition, an Addition to Denton County, Texas recorded in Cabinet F, Page 267 of the Plat Records of Denton County Texas (PRDCT);

THENCE North 01 Degree 57 Minutes 30 Seconds East, with the east line of said Country View Addition for a distance of 588.24 to a point for the northeast corner of Lot 11 of said Country View Addition and the southwest corner of said Mike A. Myers called 18.0152 acre tract;

THENCE North 88 Degrees 47 Minutes 12 Seconds West, with the south line of said Mike A. Myers called 18.0152 acre tract and the north line of said Country View Addition, for a distance of 1297.98 feet to a point for the southeast corner of said Mike A. Myers called 3.415 acre tract;

THENCE North 88 Degrees 45 Minutes 37 Seconds West, with the south line of said Mike A. Myers called 3.415 acre tract and the north line of said Country View Addition, for a distance of 522.66 feet to a point for the southwest corner of said Mike A. Myers called 3.415 acre tract located in the east Right-of-Way line of said F.M. 1385, said point also being the northwest corner of said Country View Addition;

THENCE North 03 Degrees 26 Minutes 09 Seconds East, with the west line of said Mike A. Myers called 3.415 acre tract and the east Right-of-Way line of said F.M. 1385, for a distance of 310.74 feet to a point for the northwest corner of said Mike A. Myers called 3.415 acre tract and a westerly corner of said Mike A. Myers called 18.0152 acre;

THENCE North 03 Degrees 14 Minutes 05 Seconds East, continuing with the east Right-of-Way line of said F.M. 1385 and with the westerly line of said Mike A. Myers called 18.0152 acre tract for a distance of 203.72 feet to a point for the northwest corner of said Mike A. Myers called 18.0152 acre tract and the southwest corner of said Tarsan tract;

THENCE North 03 Degrees 38 Minutes 45 Seconds East continuing with the east Right-of-Way line of said F.M. 1385 and with the west line of said Tarsan tract for a distance of 902.03 feet to the **POINT OF BEGINNING** and containing 510.80 acres more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)



data summary			
Gross Site Area:	510		
	SF	Acres	Gross %
'SF-R' Single Family	17,249,760	396	78%
Open Space	2,395,800	53	11%
Right of Way	1,437,490	33	6%
'RO' Retail and Office	696,960	16	3%
School Site	435,600	10	2%
Residential Product Type:	Max. Lots	Min. SF	Density %
Single Family:			
A 70' x 115' Lot	370	8,050	3.4 20% Min.
B 80' x 115' Lot	560	6,500	4.2 30% Min.
C 50' x 115' Lot	930	5,750	5.1 50% Max.
Total	1,860 Max.		



NOTE: The acreages shown above are approximate. Minor Collectors with 60' ROW shall have 44' back-to-back pavement. Lots fronting Minor Collectors with 60' ROW shall have a minimum front yard setback of 25'. The geometry for ingress/egress points along FM 1385 shall be coordinated with the Director of Engineering at time of the submittal and review of the General Development Plan and platting.

EXHIBIT C

SUTTON FIELDS SINGLE-FAMILY DEVELOPMENT
FRISCO INDUSTRIAL PARTNERS RETAIL DEVELOPMENT
CELINA, DENTON COUNTY, TEXAS



PETITT BARRAZA

DATE: JANUARY, 2015

F:\2014\401300\EXHIBIT\1401300.P14 Zoning\EXHIBIT.dwg Jan 26, 2015 - 11:59 am chancack

EXHIBIT D

Planned Development Regulations

For a 494 acre tract of land out of the Freeman Wilkerson Survey, Abstract No. 1411 in the City of Celina, City of Celina ETJ and Denton County, Texas.

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, proposed lakes, ornamental trees and shade trees. In addition, this planned development shall have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

3.0 General Regulations

3.1 All regulations for the District 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 significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission, as well as, the City of Celina City Council through a PD a PD amendment. Following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD.

- Street pattern, building location and individual uses as proposed, may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of the land uses remains as shown in Exhibit C.

3.3 A property owners association shall be established and shall be the owner and responsible for the maintenance of all open space areas.

3.4 All single-family detached and attached residences can be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in section 5.0 Area Regulations of this PD.

3.5 The Concept Plan depicts two principal districts, a "SF-R", Single-Family Residential District and "RO", Retail and Office District.

4.0 Use Regulations

4.1 The permitted uses within the planned development are outlined below.

- (A) SF-R Single-Family Residential District: The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

- (1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
- Community Facility Uses
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Amenity centers
- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
- School, pre-k through 12 (public or private)

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

(B) RO Retail and Office District: The permitted uses shall be RO Retail and Office District Uses, referred to herein, and the associated uses defined in sections 14.03.007 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service)	C
Auto laundry or carwash	C
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	P
Bank/credit unions	P
Offices (professional and general business)	P

Child day care (business)	P
Parking lot structure, commercial (auto)	P
Church/place of worship	P
Personal services shop	P
Concrete or asphalt batching plant (temporary)	P
Pet and animal grooming shop without outdoor kennels	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	P
Farmers market (public)	P
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Funeral home without crematorium	P
Veterinarian (indoor kennels)	P
Garden shop (inside storage)	P

(2) Prohibited uses:

Check cashing service
Recycling kiosk
Sexually oriented business
Accessory dwelling

(3) Height regulations:

- a) Main building(s). Maximum forty-five (45) feet.
- b) Accessory buildings. Maximum one story or twenty-five (25) feet for accessory buildings.

(4) Area regulations:

- a) Size of lots.
 - (i) Maximum lot size. Eighteen (18) acres
 - (ii) Size of yards.
 - Minimum front yard: twenty-five (25) feet; all yards adjacent to a street shall be considered front yards.
 - Minimum side yard: Eight (8) feet; fifteen (15) feet when adjacent to a residential lot.
 - Minimum rear yard: fifteen (15) feet

- Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to the height of the building, but not less than twenty-five (25) feet.
 - b) Minimum open space requirement. 15% of the total lot area.
 - c) Maximum impervious surface. 80% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.
 - d) Building size for nonresidential structures. The building footprint area shall not exceed 85,000 square feet in size.
 - e) Connectivity: A minimum of two (2) vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- (5) Parking requirements: Refer to article 14.05, division 2. The following regulations shall also be applicable:
- a) Parking/Loading Requirements
 - (iii) A minimum stacking length of eighty (80) feet measured from the street right-of-way to the first intersection aisle or paving stall shall be required for access from FM 1385 and Parvin Road. Deceleration lanes are required for all ingress/egress from FM 1385 and Parvin Road.
- (6) Landscaping requirements: Refer to article 14.05, division 3.
- (7) Special district requirements:
- a) Building facade review. Building facade (elevation) plans shall be submitted for commission review and approval by the city council along with the site plan. Facade plans shall clearly show how the building(s) will look, especially as viewed from the major thoroughfare upon which the property faces or sides, and will portray a reasonably accurate depiction of the anticipated materials and colors to be used
 - b) Open storage: Open storage and outdoor displays are prohibited.
 - c) Temporary facilities: There shall be no permanent use of temporary facilities or buildings.
 - d) Other regulations: Refer to article 14.05, development standards and use regulations.

5.0 Area Regulations

5.1 General Area regulations:

- a) The lot widths shall be measured along the arc of the primary structure setback line.
- b) 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.

5.2 The following amended area regulations shall apply:

Lot Type A:

Minimum Lot Area: The minimum lot area shall be eight thousand fifty (8,050) square feet.

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 (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet for front entry lots and the minimum depth of the rear yard shall be twenty (20) feet for rear entry lots.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street; garage access may also be accomplished utilizing "swing-in" driveways.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) 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-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type C:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) 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-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

5.3 The maximum number of lots permitted within the District shall not exceed 1,860 lots. The percentage of lots per Lot Type is as follows:

- Lot Type A: 20% Minimum
- Lot Type B: 30% Minimum
- Lot Type C: 50% Maximum

6.0 Parking Regulations

6.1 Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line.

7.0 Landscape & Irrigation Regulations

7.1 Residential: The landscape and irrigation requirements for all residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.087 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.2 Non-Residential: The landscape and requirements for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.086 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.3.1 Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E and the following:

- Tree
 - Caddo Maple
 - Golden Raintree
- Other Shrubs
 - Knockout Rose
 - Purple Pixie Loropetalum
 - Golden Dot Euonymus
 - Red Yucca
 - Smoke Tree
 - Butterfly Bush

- Coral Drift Rose
- Pink Skull Cap
- Ground Cover
 - Little Bluestem
 - Weeping Love Grass
 - Mexican Feather

8.0 Open Space Regulations

8.1 General:

- a) Open Space may consist of any pervious areas including landscape reserves, publically accessible detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and amenitized on a minimum of three (3) sides. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:
- b) Open Space Requirements
 - (1) Single Family Open Space Requirements
 - a. A minimum of eighteen (18) acres or one (1) acre per 75 dwelling units, whichever is higher, must be provided for all single family developments.
 - (2) Retail and Office Open Space Requirements
 - a. A minimum of fifteen (15) percent of the total lot area must be provided for retail and office developments.

9.0 Screening Regulations

9.1 Non-Residential: The screening requirement for all non-residential uses shall be a six (6) foot solid masonry wall and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.122 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.2 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.123 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.3 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

10.0 Sub-division Regulations

9.1 Development shall meet the standards as required in the City of Celina

Subdivision Ordinance except as follows:

1. Minor Arterial Thoroughfare – All Minor Arterial Thoroughfares shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of required turn lanes at each of the median openings that are related to the residential development. Intersections at other Arterials shall flare to provide additional ten (10) feet of ROW for right turn lanes.
2. Major Collector: – Major collectors shall be a four (4) lane divided roadway within an eight (80) foot right-of-way that will be dedicated to the City.
3. Minor Collector: – Minor collectors shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City.
4. FM 1385 & Parvin: – It is anticipated that right-of-way dedications along FM 1385 and Parvin Road may be required in the future for a midblock right-of-way width of one-hundred twenty (120) feet. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

Sanitary Sewer Mains

1. Pipe Embedment – the embedment for sewer mains less than fifteen (15) inch shall generally be class B+, and the embedment for sewer mains fifteen (15) inch and greater shall generally be class H, unless otherwise noted by the engineer of record.

CITY OF CELINA, TEXAS

ORDINANCE 2016-05

SUTTON FIELDS 128 ZONING - PD-62

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 AN APPROXIMATELY 127.897 ACRE TRACT OF LAND LOCATED IN THE THOMAS MCINTYRE SURVEY, ABSTRACT NUMBER 903, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBITS "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NUMBER 62; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 62 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District No. 62.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

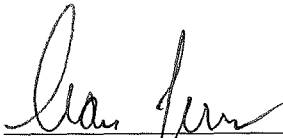
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

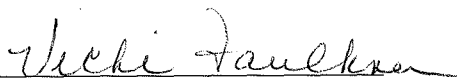
This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of February, 2016.


Sean Terry, Mayor
City of Celina, Texas

ATTEST:


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:


City Attorney
City of Celina, Texas

EXHIBIT A

SUTTON FIELDS PD-62 LEGAL DESCRIPTION

BEING a tract of land situated in the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas, and being all of that called 127.897 acre tract of land described in a special warranty deed from Affordable Housing Communities, Ltd. to Denton County 128 Development, LLC as recorded in Document Number 2013-135475, Denton County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southwest corner of said 127.897 acre tract of land, said point being the intersection of the centerline of Crutchfield Road with the east right-of-way line of Farm to Market Highway Number 1385;

THENCE along the west line of said 127.897 acre tract of land and along the east right-of-way line of Farm to Market Highway Number 1385 as follows:

North 01 degrees 41 minutes 04 seconds East, 606.35 feet to a one-half inch iron rod found for corner;
North 00 degrees 48 minutes 17 seconds East, 797.78 feet to a one-half inch iron rod found at the most southerly northwest corner of said 127.897 acre tract of land, said point being the southwest corner of a called 8.000 acre tract of land described in a general warranty deed from First Texoma National Bank to Munish Gupta and wife Arusha Gupta as recorded in Document Number 2013-84112, Denton County Deed Records;

THENCE along the northerly lines of said 127.897 acre tract of land as follows:

North 89 degrees 34 minutes 04 seconds East, 1280.69 feet to a one-half inch iron rod found at the southeast corner of said 8.000 acre tract of land;
North 00 degrees 21 minutes 14 seconds West, 546.42 feet to a five-eighths inch iron rod found at the southeast corner of a called 16.000 acre tract of land described in a special warranty deed from Sabrina Hamner to Jeff Hamner as recorded in Volume 2156, Page 762, Denton County Deed Records;
North 00 degrees 26 minutes 22 seconds West, 553.08 feet to a three-eighths inch iron rod found at the northeast corner of said 16.000 acre tract of land;
North 00 degrees 03 minutes 46 seconds East, 73.78 feet to a one-half inch iron rod found at the most northerly northwest corner of said 127.897 acre tract of land, said point being the southwest corner of a called 38.223 acre tract of land described in a warranty deed from Michael Aubry Myrick and wife, Cheryl Morrison Myrick to Blue Angus Ranch, LP as recorded in Document Number 2007-107216, Denton County Deed Records;
South 89 degrees 47 minutes 13 seconds East, 454.44 feet to a three-eighths inch iron rod found at the southeast corner of said 38.223 acre tract of land, said point being in the west line of a called 131.286 acre tract of land described in a special warranty deed from Ronald P. Berlin and spouse, Gail M. Berlin and Anne E. Berlin, a single person to Fashard Farm Ltd, as recorded in Document Number 2004-135532, Denton County Deed Records;
South 89 degrees 47 minutes 19 seconds East, 395.54 feet along a westerly line of said 131.286 acre tract of land to a one-half inch iron rod found at the northeast corner of said 127.897 acre tract of land;

THENCE along the easterly lines of said 127.897 acre tract of land as follows:

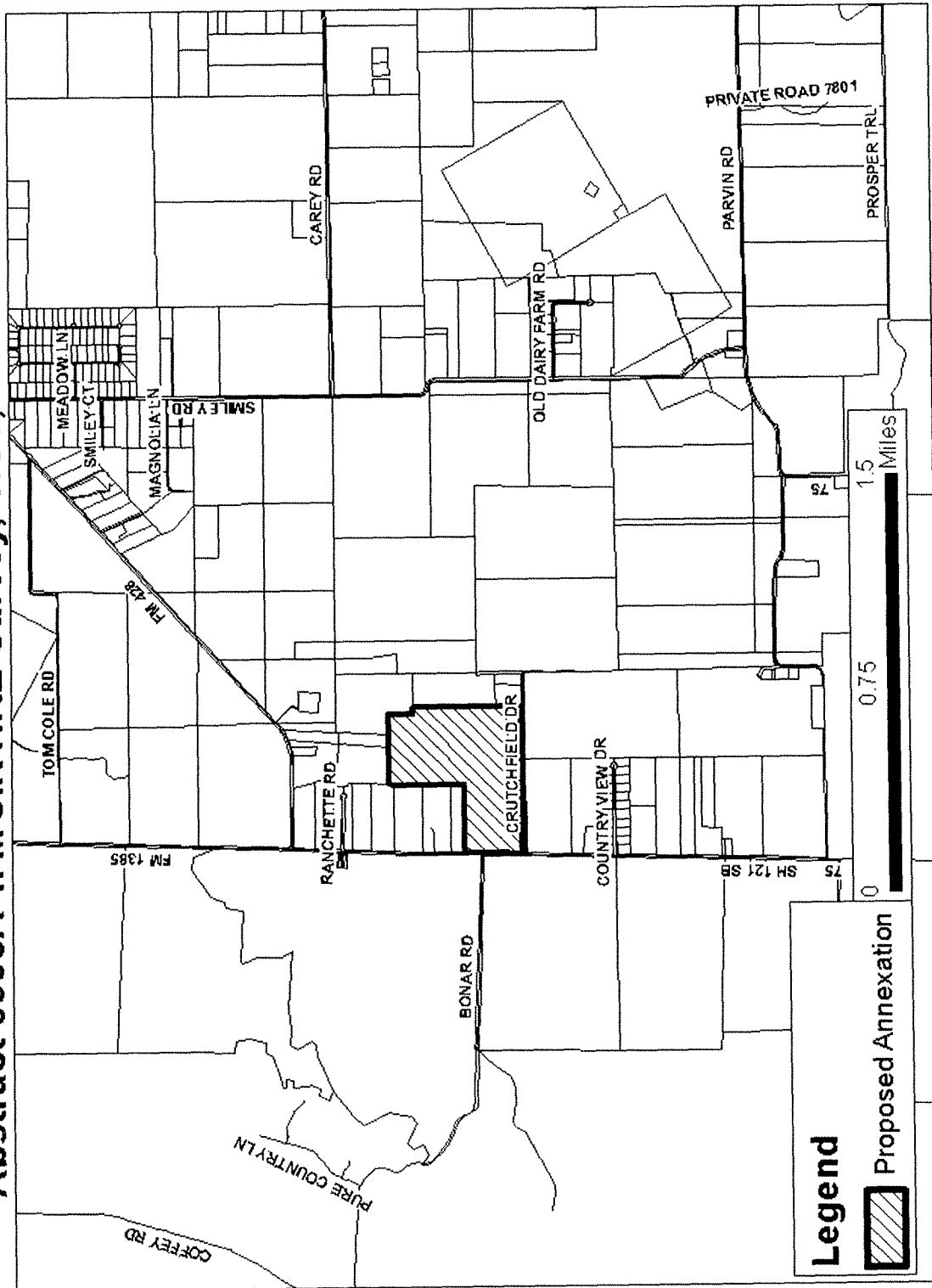
South 02 degrees 59 minutes 33 seconds West, 454.75 feet along a westerly line of said 131.286 acre tract of land to a one-half inch iron rod found for corner;
North 89 degrees 26 minutes 46 seconds East, 156.88 feet along a westerly line of said 131.286 acre tract of land to a one-half inch iron rod found at the northwest corner of a called 22.443 acre tract of land described in a special warranty deed from Ellis Land Company, Inc. to Fashard Farm, Ltd. as recorded in Document Number 2005-21653, Denton County Deed Records;
South 00 degrees 09 minutes 23 seconds East, 2034.87 feet to a one-half inch rod found at the northeast corner of a called 0.057 acre tract of land described in a warranty deed from SBA 2012 TC Land II, LLC to SBA Towers IV, LLC as recorded in Document Number 2013-94302, Denton County Deed Records;
South 89 degrees 15 minutes 27 seconds West, 50.04 feet to a one-half inch iron rod found at the northwest corner of said 0.057 acre tract of land;
South 00 degrees 56 minutes 28 seconds East, 50.03 feet to a one-half inch iron rod found at the southwest corner of said 0.057 acre tract of land;
North 89 degrees 12 minutes 15 seconds East, 49.42 feet to a one-half inch iron rod found at the southeast corner of said 0.057 acre tract of land;
South 01 degrees 18 minutes 52 seconds East, 31.07 feet to a one-half inch iron rod found at the southeast corner of said 127.897 acre tract of land, said point being the southwest corner of a called 4.53 acre tract of land described in a warranty deed from Ellis Land Company, Inc. to Jan M. Pallinoda and Margaret Pallinoda as recorded in Volume 4370, Page 2471, Denton County Deed Records; said point being in the centerline of Crutchfield Road;

THENCE South 89 degrees 43 minutes 14 seconds West, 2797.30 feet along the south line of said 127.897 acre tract of land and along the centerline of Crutchfield Road to the POINT OF BEGINNING and containing 5570.736 square feet or 127.887 acres of land.

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

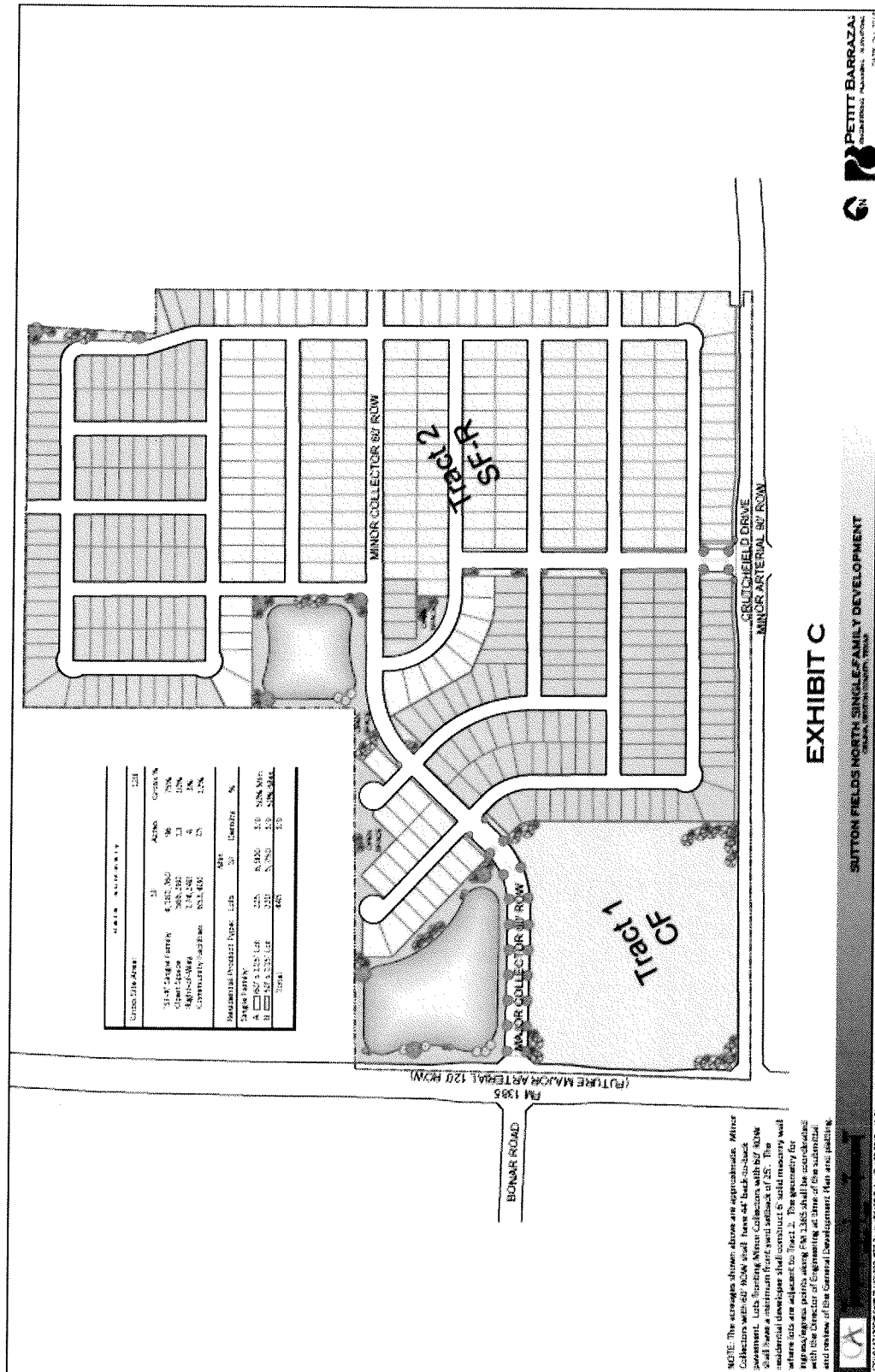
EXHIBIT B
SUTTON FIELDS PD-62 ZONING MAP

Abstract 0903A T. MCINTIRE Survey, TR 8, 127.688 ACRES



Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

EXHIBIT C SUTTON FIELDS PD-62 CONCEPT PLAN



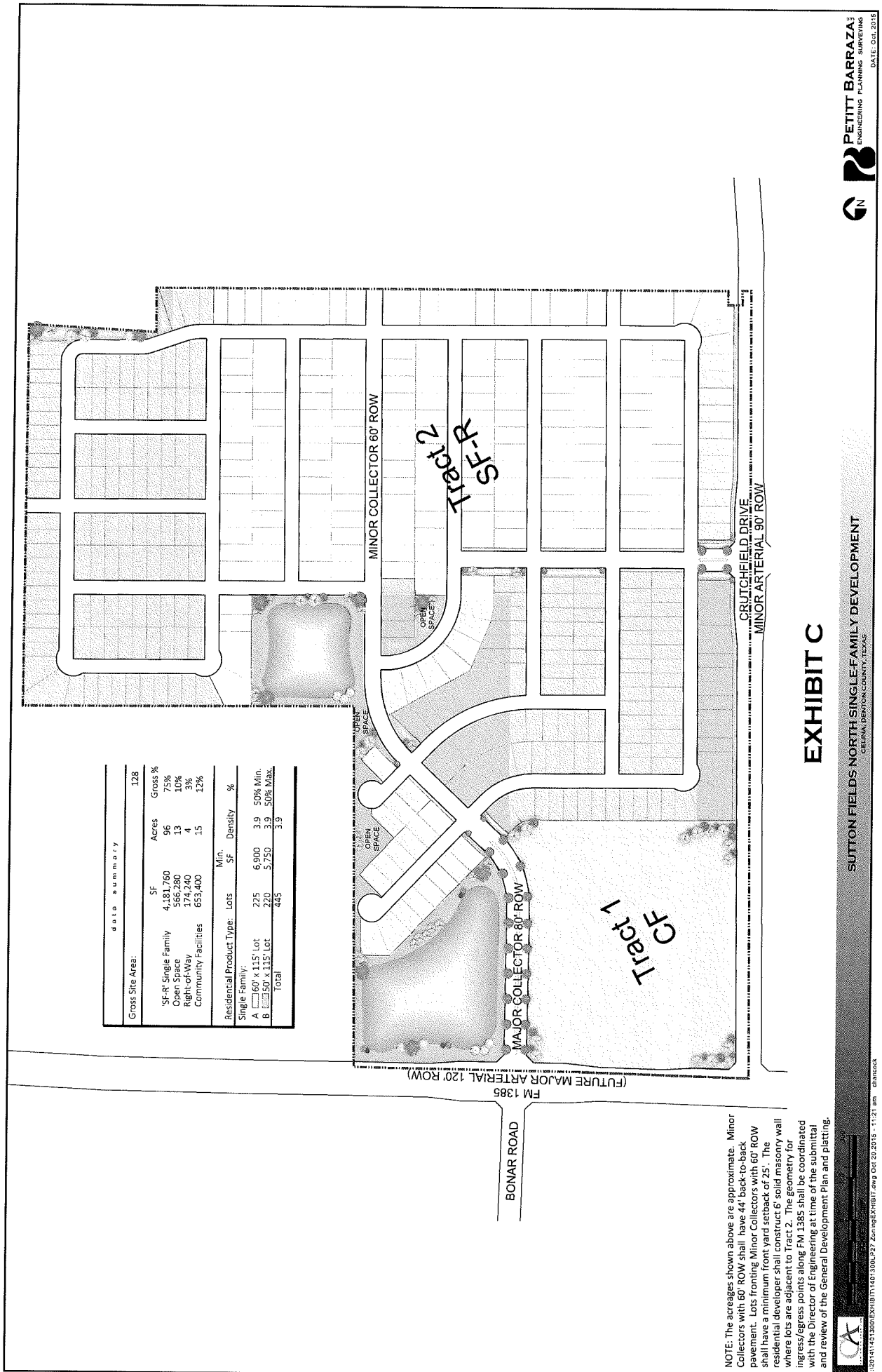


EXHIBIT D

SUTTON FIELDS PD-62 DEVELOPMENT REGULATIONS

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, proposed lakes, ornamental trees and shade trees. In addition, this planned development shall have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

3.0 General Regulations

3.1 All regulations for the District 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 significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission as well as the City of Celina City Council through a PD amendment. The following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD.

- Street patterns,
- Building locations and individual uses as proposed, may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of the land uses remains as shown in Exhibit C.

3.3 A property owners association shall be established and shall be responsible for the maintenance of all open space areas.

3.4 The Concept Plan depicts two principal districts, a "SF-R," Single-Family Residential District and "CF," Community Facilities District.

3.5 All single-family detached homes may be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in Section 6.0 Area Regulations of this PD.

3.6 Single-family homes shall back or side to the CF tract and the single family developer shall provide a six (6) foot tall solid masonry fence adjacent to the CF tract.

4.0 Use Regulations

4.1 The permitted uses within the planned development are outlined below.

- (A) SF-R Single-Family Residential District: The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

- (1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
- Community Facility Uses
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Amenity centers
- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
- School, pre-k through 12 (public or private)
-

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

5.0 Area Regulations: CF Community Facilities District (Tract 2)

5.1 The permitted uses shall be CF Community Facilities District Uses, referred to herein, and the associated uses defined in sections 14.03.007 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Permitted (P) or conditional (C) uses:

Cellular/wireless communications tower	P
Cemetery and/or mausoleum	P
Clinic or office (medical)	P
Community center (municipal)	P
Community college (public or private)	P
Electrical generating plant	P
Electrical substation	P
Emergency care clinic	P
Franchised private utility	P
Governmental building (municipal, state or federal)	P
Hospital (acute care/chronic care)	P
Landfill	P
Library (public)	P
Outdoor Warning Device	P
Post office (governmental)	P

School, business/commercial trade	P
School, pre-k through 12 (public or private)	P
University (public or private)	P
Wastewater treatment plant (public)	P
Water treatment plant (public)	P

(2) Prohibited uses:

Check cashing service
 Recycling kiosk
 Sexually oriented business
 Accessory dwelling

(3) Area regulations:

a) Size of lots.

(i) Size of yards.

- Minimum front yard: Twenty-five (25) feet
- Minimum side yard: Fifteen (15) feet.
- Minimum rear yard: Twenty-five (25) feet
- Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to the height of the building, but not less than twenty-five (25) feet.

b) Maximum impervious surface. 75% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.

c) Building size for nonresidential structures. The building footprint area shall not exceed 85,000 square feet in size.

d) Connectivity: No vehicular connectivity to other tracts is required.

e) Concept Plans are not required for the CF-Community Facilities tract.

6.0 Area Regulations: SF-R Single-Family Residential (Tract 1)

6.1 General Area regulations:

- a) The lot widths shall be measured along the arc of the primary structure setback line.
- b) 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.

6.2 The following amended area regulations shall apply:

Lot Type A:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be 115 feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet

(5'), but the garage door must remain at or behind the twenty (20) foot building line in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be 115 feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the twenty (20) foot building line in all instances.

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.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

6.3 The maximum number of lots permitted within the District shall not exceed 450 lots. The percentage of lots per Lot Type is as follows:

Lot Type A: 50% Minimum

Lot Type B: 50% Maximum

7.0 Parking Regulations

7.1 Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line.

8.0 Landscape & Irrigation Regulations

8.1 Residential: The landscape and irrigation requirements for all residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.087 of the City of Celina Zoning Ordinance, as exists or may be amended.

8.2 Non-Residential: The landscape and requirements for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.086 of the City of Celina Zoning Ordinance, as exists or may be amended.

8.3.1 Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E and the following:

- Tree
 - Caddo Maple
 - Golden Raintree
- Other Shrubs
 - Knockout Rose
 - Purple Pixie Loropetalum

- Golden Dot Euonymus
- Red Yucca
- Smoke Tree
- Butterfly Bush
- Coral Drift Rose
- Pink Skull Cap
- Ground Cover
 - Little Bluestem
 - Weeping Love Grass
 - Mexican Feather

9.0 Open Space Regulations

9.1 General:

- a) Open Space may consist of any pervious areas including landscape reserves, publically accessible detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and amenitized on a minimum of three (3) sides. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:
- b) Open Space Requirements
 - (1) Single Family Open Space Requirements
 - a. A minimum of six (6) acres or one (1) acre per 75 dwelling units, whichever is higher, must be provided for all single family developments.

10.0 Screening Regulations

- 10.1 Non-Residential: The screening requirement for all non-residential uses shall be a six (6) foot solid masonry wall and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.122 of the City of Celina Zoning Ordinance, as exists or may be amended.
- 10.2 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.123 of the City of Celina Zoning Ordinance, as exists or may be amended.
- 10.3 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

11.0 Sub-division Regulations

- 11.1 Development shall meet the standards as required by the City of Celina Subdivision Ordinance except as follows:
 1. Minor Arterial Thoroughfare – All Minor Arterial Thoroughfares shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City;

The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of required turn lanes at each of the median openings that are related to the residential development. Intersections at other Arterials shall flare to provide additional ten (10) feet of ROW for right turn lanes.

2. Major Collector: – Major collectors shall be a four (4) lane divided roadway within an eight (80) foot right-of-way that will be dedicated to the City.
3. Minor Collector: – Minor collectors shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City.
4. FM 1385: – It is anticipated that right-of-way dedications along FM 1385 and Parvin Road may be required in the future for a midblock right-of-way width of one-hundred twenty (120) feet. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.
5. Detention. Any and all detention from the CF-Community Facilities site shall be provided on Tract 1 along with the detention from the SF-R acreage.

11.2 Sanitary Sewer Mains:

1. Pipe Embedment – the embedment for sewer mains less than fifteen (15) inch shall generally be class B+, and the embedment for sewer mains fifteen (15) inch and greater shall generally be class H, unless otherwise noted by the engineer of record.

Exhibit G
Projected Absorption, Incremental Values and Incremental Taxes

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

TAX INCREMENT REINVESTMENT ZONE No. 8
CITY OF CELINA, TX

Schedule III: Projected Absorption - Future Phases

Assessment Year	Debt Service Year	Bond Year Ending	Lot Type 1 (70' Lot)		Lot Type 2 (60' Lot)		Lot Type 3 (50' Lot)		Total	
			Annual ¹	Cumulative	Annual ¹	Cumulative	Annual ¹	Cumulative	Annual	Cumulative
1-Jan-17	3	1-Oct-17	0	0	0	0	0	0	0	0
1-Jan-18	4	1-Oct-18	0	0	0	0	0	0	0	0
1-Jan-19	5	1-Oct-19	0	0	0	0	0	0	0	0
1-Jan-20	6	1-Oct-20	12	12	55	55	85	85	152	152
1-Jan-21	7	1-Oct-21	40	52	100	155	140	225	280	432
1-Jan-22	8	1-Oct-22	40	92	115	270	165	390	320	752
1-Jan-23	9	1-Oct-23	56	148	105	375	140	530	301	1,053
1-Jan-24	10	1-Oct-24	56	204	100	475	140	670	296	1,349
1-Jan-25	11	1-Oct-25	56	260	100	575	140	810	296	1,645
1-Jan-26	12	1-Oct-26	64	324	31	606	6	816	101	1,746
1-Jan-27	13	1-Oct-27	28	352		606		816	28	1,774
1-Jan-28	14	1-Oct-28		352		606		816		1,774
1-Jan-29	15	1-Oct-29		352		606		816		1,774
1-Jan-30	16	1-Oct-30		352		606		816		1,774
1-Jan-31	17	1-Oct-31		352		606		816		1,774
1-Jan-32	18	1-Oct-32		352		606		816		1,774
1-Jan-33	19	1-Oct-33		352		606		816		1,774
1-Jan-34	20	1-Oct-34		352		606		816		1,774
1-Jan-35	21	1-Oct-35		352		606		816		1,774
1-Jan-36	22	1-Oct-36		352		606		816		1,774
1-Jan-37	23	1-Oct-37		352		606		816		1,774
1-Jan-38	24	1-Oct-38		352		606		816		1,774
1-Jan-39	25	1-Oct-39		352		606		816		1,774
1-Jan-40	26	1-Oct-40		352		606		816		1,774
1-Jan-41	27	1-Oct-41		352		606		816		1,774
1-Jan-42	28	1-Oct-42		352		606		816		1,774
1-Jan-43	29	1-Oct-43		352		606		816		1,774
1-Jan-44	30	1-Oct-44		352		606		816		1,774
1-Jan-45	31	1-Oct-45		352		606		816		1,774
1-Jan-46	32	1-Oct-46		352		606		816		1,774
1-Jan-47	33	1-Oct-47		352		606		816		1,774
1-Jan-48	34	1-Oct-48		352		606		816		1,774
1-Jan-49	35	1-Oct-49		352		606		816		1,774
Total			352		606		816		1,774	

MuniCap, Inc.

C:\Users\abdiy_000\Dropbox (MuniCap)\MuniCap Team Folder\Abdi MuniCap\Texas\Celina\Sutton Fields\TIRZ Plan Amendments\TIRZ 4- Proj No 1.1-Ph 2-5.1.xlsx\Sch III

1 - The projected absorption numbers are provided by the Developer. In addition, there is no time lag contemplated between phases.

26-Jul-17

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

**TAX INCREMENT REINVESTMENT ZONE No. 8
CITY OF CELINA, TX**

Schedule __: Projected Assessed Value - Future Phases -

CAGR - 5Yr 1.97%

Assessment Year	Debt Service Year	Bond Year Ending	Inflation Factor ¹	Lot Type 1 (70' Lot)			Lot Type 2 (60' Lot)			Lot Type 3 (50' Lot)			Total		
				Units	Value Per Unit ²	Market Value	Units	Value Per Unit ²	Market Value	Units	Value Per Unit ²	Market Value	Estimated Market Value	Estimated Assessment Rate	Estimate Assesse Value
1-Jan-17	3	1-Oct-17	100.0%	0	\$367,500	\$0	0	\$327,897	\$0	0	\$299,000	\$0	\$0	100%	\$0
1-Jan-18	4	1-Oct-18	102.0%	0	\$374,723	\$0	0	\$334,342	\$0	0	\$304,876	\$0	\$0	100%	\$0
1-Jan-19	5	1-Oct-19	104.0%	0	\$382,087	\$0	0	\$340,913	\$0	0	\$310,868	\$0	\$0	100%	\$0
1-Jan-20	6	1-Oct-20	106.0%	12	\$389,597	\$4,675,162	55	\$347,613	\$19,118,721	85	\$316,978	\$26,943,141	\$50,737,024	100%	\$50,737,024
1-Jan-21	7	1-Oct-21	108.1%	52	\$397,254	\$20,657,203	155	\$354,445	\$54,938,973	225	\$323,208	\$72,721,785	\$148,317,961	100%	\$148,317,961
1-Jan-22	8	1-Oct-22	110.2%	92	\$405,061	\$37,265,650	270	\$361,411	\$97,581,011	390	\$329,560	\$128,528,465	\$263,375,126	100%	\$263,375,126
1-Jan-23	9	1-Oct-23	112.4%	148	\$413,022	\$61,127,311	375	\$368,514	\$138,192,833	530	\$336,037	\$178,099,742	\$377,419,886	100%	\$377,419,886
1-Jan-24	10	1-Oct-24	114.6%	204	\$421,140	\$85,912,518	475	\$375,757	\$178,484,525	670	\$342,642	\$229,569,892	\$493,966,935	100%	\$493,966,935
1-Jan-25	11	1-Oct-25	116.8%	260	\$429,417	\$111,648,357	575	\$383,142	\$220,306,600	810	\$349,376	\$282,994,406	\$614,949,363	100%	\$614,949,363
1-Jan-26	12	1-Oct-26	119.1%	324	\$437,856	\$141,865,470	606	\$390,672	\$236,747,278	816	\$356,242	\$290,693,751	\$669,306,499	100%	\$669,306,499
1-Jan-27	13	1-Oct-27	121.5%	352	\$446,462	\$157,154,587	606	\$398,350	\$241,400,241	816	\$363,244	\$296,406,963	\$694,961,791	100%	\$694,961,791
1-Jan-28	14	1-Oct-28	123.9%	352	\$455,237	\$160,243,258	606	\$406,179	\$246,144,652	816	\$370,383	\$302,232,461	\$708,620,371	100%	\$708,620,371
1-Jan-29	15	1-Oct-29	126.3%	352	\$464,184	\$163,392,633	606	\$414,162	\$250,982,309	816	\$377,662	\$308,172,451	\$722,547,393	100%	\$722,547,393
1-Jan-30	16	1-Oct-30	128.8%	352	\$473,307	\$166,603,905	606	\$422,302	\$255,915,043	816	\$385,085	\$314,229,184	\$736,748,133	100%	\$736,748,133
1-Jan-31	17	1-Oct-31	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-32	18	1-Oct-32	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-33	19	1-Oct-33	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-34	20	1-Oct-34	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-35	21	1-Oct-35	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-36	22	1-Oct-36	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-37	23	1-Oct-37	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-38	24	1-Oct-38	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-39	25	1-Oct-39	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-40	26	1-Oct-40	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-41	27	1-Oct-41	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-42	28	1-Oct-42	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-43	29	1-Oct-43	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-44	30	1-Oct-44	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-45	31	1-Oct-45	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-46	32	1-Oct-46	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-47	33	1-Oct-47	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-48	34	1-Oct-48	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970
1-Jan-49	35	1-Oct-49	131.3%	352	\$482,609	\$169,878,291	606	\$430,602	\$260,944,724	816	\$392,653	\$320,404,955	\$751,227,970	100%	\$751,227,970

MuniCap, Inc.

¹ The property values are projected to grow by approximately 1.97% per year based on the 5-yr CAGR calculated based on the total net taxable property values reported in the Denton CAD certified rolls for tax years 2009 through 2013.

² Estimated home sales prices per unit are based on information provided by the Developer.

TAX INCREMENT REINVESTMENT ZONE No. 8
CITY OF CELINA, TX

Schedule __: Projected Incremental Real Property Tax - Future Phases

Assessment Year	Debt Service Year	Bond Year Ending	Inflation Factor	Estimated Assessed Value	Base Year Value ¹	Estimated Incremental Assessed Value	City of Celina Tax Rate	Estimated Real Propert Tax ²	Base Year Tax ³	Estimated Incremental Real Property Tax	PID Allocation Percentage ⁴	Estim Incremen al Property Avail:
1-Jan-17	3	1-Oct-17	100.0%	\$1,244,861	(\$1,244,861)	\$0	\$0.6450	\$8,029	(\$8,029)	\$0	7.72%	\$0
1-Jan-18	4	1-Oct-18	102.0%	\$1,244,861	(\$1,244,861)	\$0	\$0.6450	\$8,029	(\$8,029)	\$0	7.72%	\$0
1-Jan-19	5	1-Oct-19	104.0%	\$1,244,861	(\$1,244,861)	\$0	\$0.6450	\$8,029	(\$8,029)	\$0	7.72%	\$0
1-Jan-20	6	1-Oct-20	106.0%	\$50,737,024	(\$1,244,861)	\$49,492,163	\$0.6450	\$327,254	(\$8,029)	\$319,224	7.72%	\$24,6
1-Jan-21	7	1-Oct-21	108.1%	\$148,317,961	(\$1,244,861)	\$147,073,100	\$0.6450	\$956,651	(\$8,029)	\$948,621	7.72%	\$73,2
1-Jan-22	8	1-Oct-22	110.2%	\$263,375,126	(\$1,244,861)	\$262,130,265	\$0.6450	\$1,698,770	(\$8,029)	\$1,690,740	7.72%	\$130,
1-Jan-23	9	1-Oct-23	112.4%	\$377,419,886	(\$1,244,861)	\$376,175,025	\$0.6450	\$2,434,358	(\$8,029)	\$2,426,329	7.72%	\$187,
1-Jan-24	10	1-Oct-24	114.6%	\$493,966,935	(\$1,244,861)	\$492,722,074	\$0.6450	\$3,186,087	(\$8,029)	\$3,178,057	7.72%	\$245,
1-Jan-25	11	1-Oct-25	116.8%	\$614,949,363	(\$1,244,861)	\$613,704,502	\$0.6450	\$3,966,423	(\$8,029)	\$3,958,394	7.72%	\$305,
1-Jan-26	12	1-Oct-26	119.1%	\$669,306,499	(\$1,244,861)	\$668,061,638	\$0.6450	\$4,317,027	(\$8,029)	\$4,308,998	7.72%	\$332,
1-Jan-27	13	1-Oct-27	121.5%	\$694,961,791	(\$1,244,861)	\$693,716,929	\$0.6450	\$4,482,504	(\$8,029)	\$4,474,474	7.72%	\$345,
1-Jan-28	14	1-Oct-28	123.9%	\$708,620,371	(\$1,244,861)	\$707,375,510	\$0.6450	\$4,570,601	(\$8,029)	\$4,562,572	7.72%	\$352,
1-Jan-29	15	1-Oct-29	126.3%	\$722,547,393	(\$1,244,861)	\$721,302,532	\$0.6450	\$4,660,431	(\$8,029)	\$4,652,401	7.72%	\$359,
1-Jan-30	16	1-Oct-30	128.8%	\$736,748,133	(\$1,244,861)	\$735,503,271	\$0.6450	\$4,752,025	(\$8,029)	\$4,743,996	7.72%	\$366,
1-Jan-31	17	1-Oct-31	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-32	18	1-Oct-32	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-33	19	1-Oct-33	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-34	20	1-Oct-34	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-35	21	1-Oct-35	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-36	22	1-Oct-36	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-37	23	1-Oct-37	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-38	24	1-Oct-38	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-39	25	1-Oct-39	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-40	26	1-Oct-40	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-41	27	1-Oct-41	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
1-Jan-42	28	1-Oct-42	131.3%	\$751,227,970	(\$1,244,861)	\$749,983,109	\$0.6450	\$4,845,420	(\$8,029)	\$4,837,391	7.72%	\$373,
								\$93,521,264		\$93,312,500		\$7,204
<i>MuniCap, Inc.</i>								<i>Net Increments retained</i>		\$86,108,361		

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

¹ The base year value represents the total 2016 market values shown in the property records of Denton CAD and Collin CAD for the 11 parcels in the TIRZ.
² The estimated real property taxes are calculated using the 2016 City tax rate and assuming the tax rate will remain the same over the life of the TIRZ
³ The base year taxes are estimated based on the total 2017 preliminary assessed values shown in the property records of Denton CAD for the 11 parcels in the TIRZ and the 2016 City tax rate.
⁴ The projections assume that 7.76 percent of the projected incremental real property tax revenue will be committed to the PID for the payment of bond debt service.

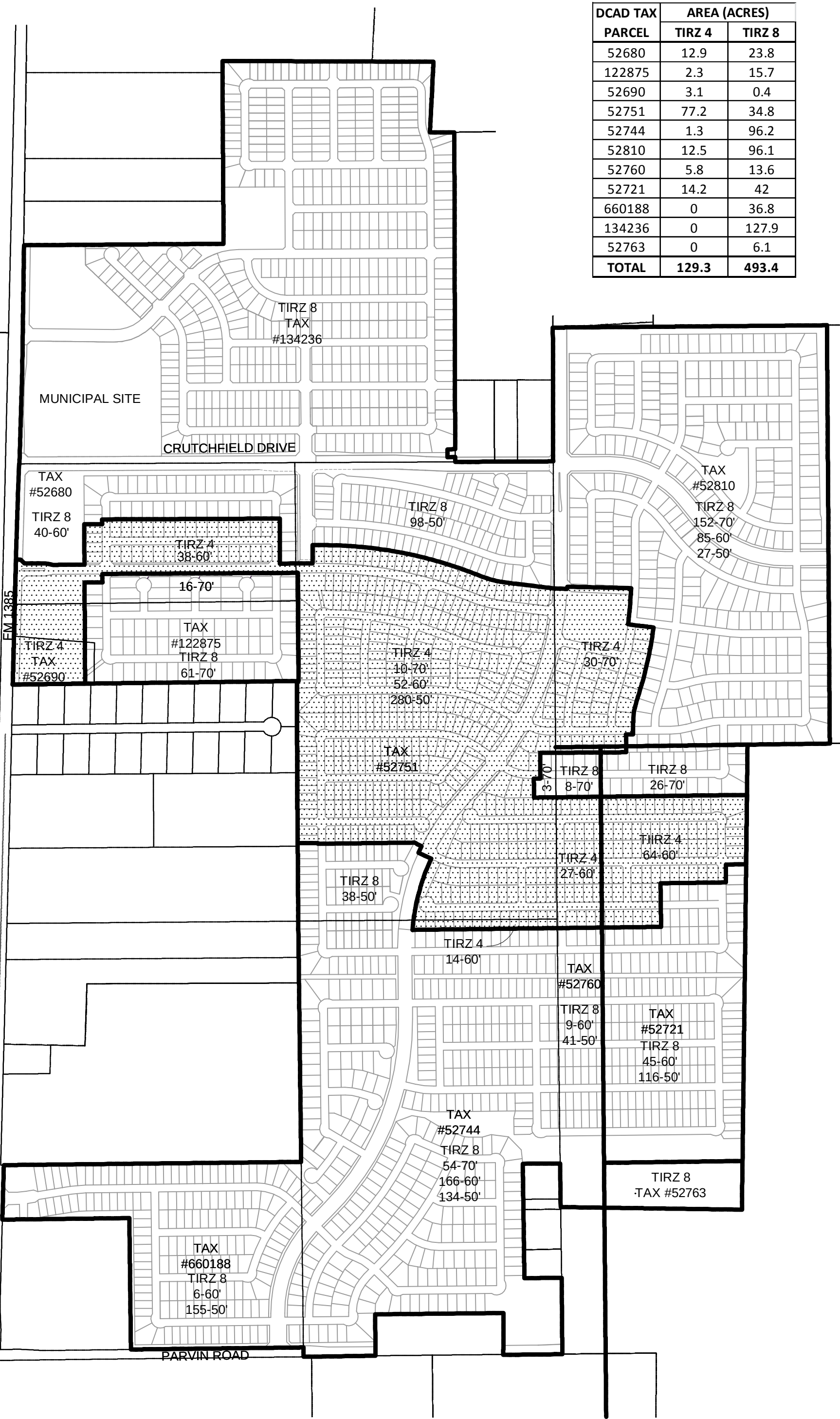
Exhibit H
List of Parcels in the Zone

TIRZ #8 - List fo Parcels

Parcel ID	Year	Legal Description	2017 Appraised Value	2017 Assessed Value	2017 Market Value	Total Acreage per Engineer	NIA 1	NIA 2-5	2017 Prorate Assessed Valu (NIA #2-5) - TI #8 Base Year Value
52680	2017	A1411A WILKERSON, TR 2, 36.74 ACRES	\$1,677,291	\$1,677,291	\$1,677,291	36.7	12.90	23.8	\$1,087,725.1
52690	2017	A1411A WILKERSON, TR 4, 3.42 ACRES, OLD DCAD TR #1A(1)	\$701	\$701	\$156,133	3.5	3.10	0.4	\$80.1
52721	2017	A1109A J. RUE, TR 3, 57.41 ACRES, OLD DCAD TR #1	\$11,769	\$11,769	\$2,620,939	56.2	14.20	42.0	\$8,795.1
52744	2017	A1411A WILKERSON, TR 12, 97.51 ACRES, OLD DCAD TR #2 & 2A(4)	\$61,394	\$61,394	\$4,452,065	97.5	1.30	96.2	\$60,575.1
52751	2017	A1411A WILKERSON, TR 1, 111.925 ACRES, OLD DCAD TR #1	\$23,149	\$23,149	\$5,109,916	112	77.20	34.8	\$7,192.1
52760	2017	A1546A C. JACKSON, TR 1, 18.31 ACRES, OLD DCAD TR #1	\$1,648	\$1,648	\$835,906	19.4	5.80	13.6	\$1,155.1
52763	2017	A1111A H. RUE, TR 2, 6.75 ACRES, OLD DCAD TR #1	\$1,384	\$1,384	\$308,158	6.1	0.00	6.1	\$1,384.1
52810	2017	A0309A T. COX, TR 7, 106.0 ACRES, OLD DCAD TR #4	\$67,729	\$67,729	\$4,839,769	108.6	12.50	96.1	\$59,933.1
122875	2017	A1411A WILKERSON, TR 3, 18.0 ACRES, OLD DCAD TR #1B(1)	\$3,690	\$3,690	\$821,754	18	2.30	15.7	\$3,218.1
134236	2017	A0903A T. MCINTIRE, TR 8, 127.688 ACRES, OLD DCAD TR #2B	\$11,492	\$11,492	\$5,829,340	127.9	0.00	127.9	\$11,492.1
660188	2017	A1411A WILKERSON, TR 11A(1A), 36.77 ACRES	\$3,309	\$3,309	\$1,678,661	36.8	0.00	36.8	\$3,309.1
		Total	\$1,863,556	\$1,863,556	\$28,329,932	\$623	129.30	493.4	\$1,244,811.1

Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)

DCAD TAX PARCEL	AREA (ACRES)	
	TIRZ 4	TIRZ 8
52680	12.9	23.8
122875	2.3	15.7
52690	3.1	0.4
52751	77.2	34.8
52744	1.3	96.2
52810	12.5	96.1
52760	5.8	13.6
52721	14.2	42
660188	0	36.8
134236	0	127.9
52763	0	6.1
TOTAL	129.3	493.4



Attachment: TIRZ 8 Creation (Sutton Fields II TIRZ 8 PH)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: Stelzer Tract Rezoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, 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 ±15.471 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district, with base zoning designations of HI, Heavy Industrial. The property is situated in the Collin County Land #14 Survey, Abstract No. 167, City of Celina, Collin County, Texas. It is generally located north of Frontier Parkway, west of the Burlington Northern Santa Fe Railroad, and east of Prairie Crossing. (Stelzer Tract Rezoning) (Liebman)

Background Information:

The property owner has requested that this property be rezoned from its current zoning of AG, Agriculture, to PD, Planned Development with the base zoning of HI, Heavy Industrial. The total acreage of the area to be rezoned is approximately 15.47 acres.

The proposed PD is to facilitate the development of an office/warehouse park. Staff feels that this is an appropriate location given the constraints on this property. The property's access is limited by the adjacent Railroad right-of-way, in addition to a future elevated rail crossing that will be constructed on this site. Due to the limited access to the site staff feels that a successful retail use on this site would be challenging. Additionally, a substantial portion of the site is encumbered by floodplain which further limits the buildable area.

Due to the property's location and surrounding land uses (RV & boat storage, and railroad), the applicant has requested a reduction in masonry standards for the property. The City's code requires that non-residential structures be made of 100% masonry materials. The reduced masonry standards requested in the PD are in line with what has been approved by City Council in similar cases where structures are adjacent to the railroad. Staff has requested that language be added to ensure that all facades facing or visible from Frontier Parkway or Prairie Crossing are 100% masonry, and facades which face the railroad right-of-way or face internally to the development could be made of a combination of masonry and non-masonry materials, including metal.

Staff has requested that the proposed 40 foot buffer adjacent to Prairie Crossing be reduced to a 30 foot buffer measured from the future right-of-way with an included 4-foot landscape berm to obstruct the

views between the individual buildings.

Comprehensive Plan:

The City's Comprehensive Plan designates this area as Suburban Moderate-High Residential (suburban mix). This land use designation encompasses the majority of land area outside the commercial core and would accommodate a range of housing types including single-family detached, attached dwellings such as duplexes, and townhomes. Supporting office, retail, commercial and entertainment are considered acceptable uses. These non-residential uses are intended to support a much larger area than the immediate neighborhood and will be located at and in between intersections.

Staff feels that given its location adjacent to the railroad in addition to its frontage on a future six-lane divided thoroughfare, the proposed zoning request meets the intent of the Suburban Moderate-High Residential designation. The land uses being proposed within the PD regulations will serve not only the local residential community but also the region as a whole. The permitted uses have been modified appropriately from the base zoning district for the location and the Concept Plan design provides for suitable screening.

Thoroughfare Plan:

One of the reasons that staff feels that this use is appropriate for this given location is that this site will be situated under a future elevated bridge which is set to cross the railroad right-of-way. Given that the majority of the site will not be visible from the future elevated thoroughfare staff feels that this request is warranted.

The elevated rail crossing will require a substantial amount of property to be needed from this site to facilitate the construction of a ramped embankment. The County has estimated that it will need an additional 200 feet of right of way from the north side of Frontier Parkway to accommodate the embankment and service road. Staff has requested that the client provide notation that additional right-of-way may be needed in the future.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Planned Development at the August 15, 2017 meeting

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

The Zoning Ordinance was reviewed by the City attorney.

Supporting Documents:

Concept Plan
Development Regulations
Zoning Exhibit

Staff Recommendation:

Staff recommends approval with the following conditions:

In addition to the staff comments for the PD text and Concept Plan the following shall be addressed.

- Screening and Landscape Buffers:The property shall be required to provide a four (4) foot earthen berm, within the 30 foot landscape buffer (measured from the future right-of-way) along Prairie Crossing with three (3) inch caliper trees (dbh at time of planting or alternate as approved by the Director of Planning & Development Services) generally located on 40 foot centers. The landscape screening along with the exterior building orientation along Prairie Crossing shall provide the screening for the overall project (a separate masonry screen wall is not required along the perimeter of the site)._The property shall also be required to provide a 100 foot landscape buffer along Frontier Parkway measured from the future 60 foot right-of-way dedication as illustrated on the City's Master Thoroughfare Plan. Should additional right-of-way be acquired for Frontier Parkway the landscape buffer shall be reduced to 10 feet and considered a landscape buffer/side yard setback.
- Additionally, the applicant has agreed to provide a label along the eastern property boundary identifying a potential 20 foot hike and bike trail easement should the City ever desire one in this location. The developer/land owner would not be responsible for the installation or maintenance of the trail.

Staff Recommendation:

See recommendation above.

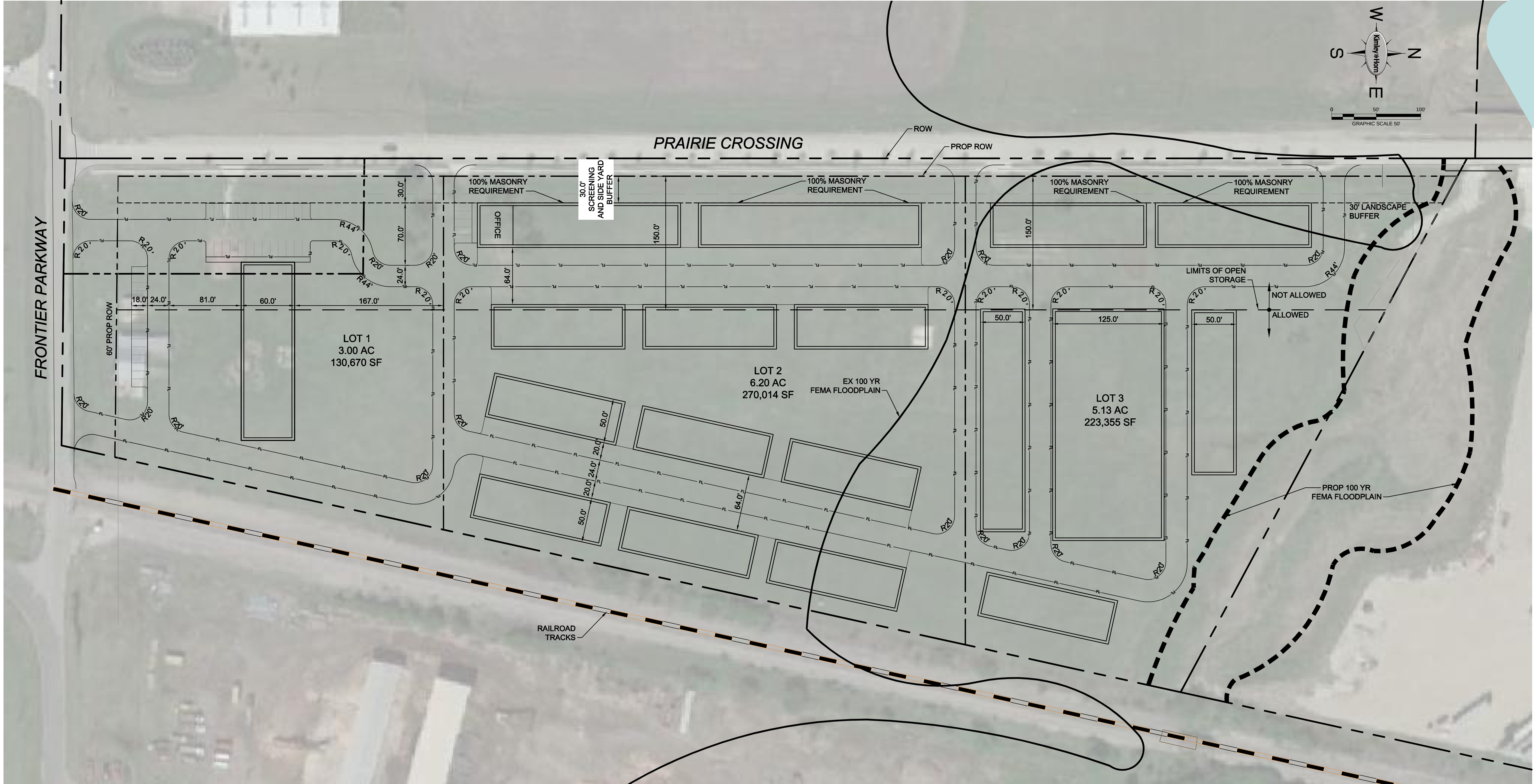


EXHIBIT "D" CONCEPT PLAN

- NOTES:
1. LOT LINES ARE SUBJECT TO CHANGE UPON APPROVAL BY CITY OF CELINA.
 2. EACH LOTS NEEDS TWO POINTS OF ACCESS TO OBTAIN PERMIT.

Celina Industrial
Celina, Texas
September 2017

Kimley»Horn

5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit C

Planned Development Standards

Use and development of the subject property shall conform to the regulations of Section 14.03.004.5 “HI Heavy Industrial District”, and as amended, subject to the following conditions:

1.) The following additional uses shall be Permitted uses:

- a. Mini warehouse/self-storage
- b. Automobile driving school
- c. Martial Arts / Dance / Gymnastics School
- d. Tool and equipment rental (no outside displays allowed in front yard or visible from public street)
- e. All-terrain vehicle dealer/sales or service (no outside displays allowed in front yard or visible from public street)
- f. Antique store
- g. Art dealer/gallery
- h. Bikes sales and/or repair (no outside displays allowed in front yard or visible from public street)
- i. Building material sales/lumber (no outside displays allowed in front yard or visible from public street)
- j. Consignment shop
- k. Garden shop (no outside displays allowed in front yard or visible from public street)
- l. Gift/toy store
- m. Handicraft/artisans shop
- n. Hardware store
- o. Home improvement center (no outside displays allowed in front yard or visible from public street)
- p. Jewelry store
- q. Lawnmower sales and/or repair (no outside displays allowed in front yard or visible from public street)
- r. Major appliance sales
- s. Public market (no outside displays allowed in front yard or visible from public street)

- t. Motorcycle dealer (new and/or repair) (no outside displays allowed in front yard or visible from public street)
- u. Personal watercraft sales (new and/or repair) (no outside displays allowed in front yard or visible from public street)
- v. Pet shop/supplies
- w. Plant nursery
- x. Printing/tee shirt shop
- y. Sporting goods
- z. Stamps, coin and other collectibles
- aa. Used merchandise
- bb. Vacuum cleaner sales and repair
- cc. Woodworking shop
- dd. Auto glass repair/tinting
- ee. Auto laundry or carwash (attended or unattended)
- ff. Auto muffler shop
- gg. Auto tire repair/sales (no outside displays allowed in front yard or visible from public street)
- hh. Automobile accessory installation
- ii. Full service car wash
- jj. Limousine/taxi service
- kk. Quick lube/oil change/minor inspection
- ll. Tire dealer (no outside displays allowed in front yard or visible from public street)
- mm. Feed and grain store (no outside displays allowed in front yard or visible from public street)
- nn. Manufacturing
- oo. Office showroom
- pp. Warehousing
- qq. RV/boat parking
- rr. Heating and air-conditioning sales/service
- ss. Pawn shop

- tt. Propane sales (refill and exchange only. Refill must be setback 150' from FM 1461 and Prairie Crossing).
- 2.) The following additional uses shall be Prohibited uses:
- a. Motels
 - b. Sexually Oriented Businesses
 - c. Check Cashing/Payday Loans
 - d. Recycling Kiosk
 - i. Kiosks are allowed in conjunction with a main structure and set back 200' from ROW.
 - e. Auto Dealer
 - f. Auto Repair, Major
 - g. Rental Car/Sales
- 3.) Open/outside storage: open/outside storage shall be allowed in any location on the subject property except within 150' of the right-of-way for Prairie Crossing. Screening shall be required as outlined in the following "Screening" section. Open/outside storage shall comply with the City's Code of Ordinances as it currently exists or may be amended. Not visible from public street or stacked higher than the building.
- 4.) Screening: the property shall be required to provide a 4' earthen berm, within the 40' landscape setback (measured from the future ROW) along Prairie Crossing and Frontier Parkway, and 3" caliper trees (at the time of planting) (or alternate as approved by the City Planning Director) generally located on 40' centers. The landscape screening along with the exterior building orientation shall provide the screening for the overall project (a separate masonry screen wall is not required along the perimeter of the site).
- 5.) Building orientation: the buildings along the exterior of the site, as generally depicted on the attached Zoning Exhibit "D", shall face one side of the building outward toward the right-of-way of Prairie Crossing and Frontier Parkway. Interior buildings shall be allowed to orient the buildings as needed upon the approval of the City Fire Department and in compliance with the International Building Code.
- 6.) Building Materials: any building materials (masonry, concrete, blocks, metal, stucco, etc.) shall be allowed within the property except as noted below:
- a. Any of the buildings located along the exterior of the site, as generally shown on the attached zoning exhibit "D", shall be required to have a 100% masonry wall that faces the right-of-way. All other buildings can be constructed with materials other than masonry. For example, the buildings that face Prairie Crossing shall be required to have a western face made of 100% masonry and all other sides of the buildings can be made with other materials.
 - b. Masonry shall be defined as fired brick, natural and manufactured stone, granite, marble,

architectural concrete block, tilt wall concrete, and concrete block.

- c. All interior facades and facades facing the railroad shall have a 3' masonry wainscot.
 - d. Any buildings located at the corner of Prairie Crossing and Frontier Parkway shall provide 100% masonry on both sides facing the right-of-way and all other sides of the buildings can be made with other materials.
- 7.) Conceptual site plan: Zoning Exhibit "D" is included with the proposed zoning as a graphical explanation of the masonry and screening requirements.
- 8.) Parking:
- a. No on-street parking associated with this site will be permitted on Prairie Crossing or Frontier Parkway.

CITY OF CELINA, TEXAS

ORDINANCE 2017-
STELZER PD #83

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 15.471 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY LAND #14 SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #83 WITH A BASE ZONING DESIGNATION OF HI, HEAVY INDUSTRIAL; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District, #83 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #83.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September, 2017.

Sean Terry, Mayor
City of Celina, Texas

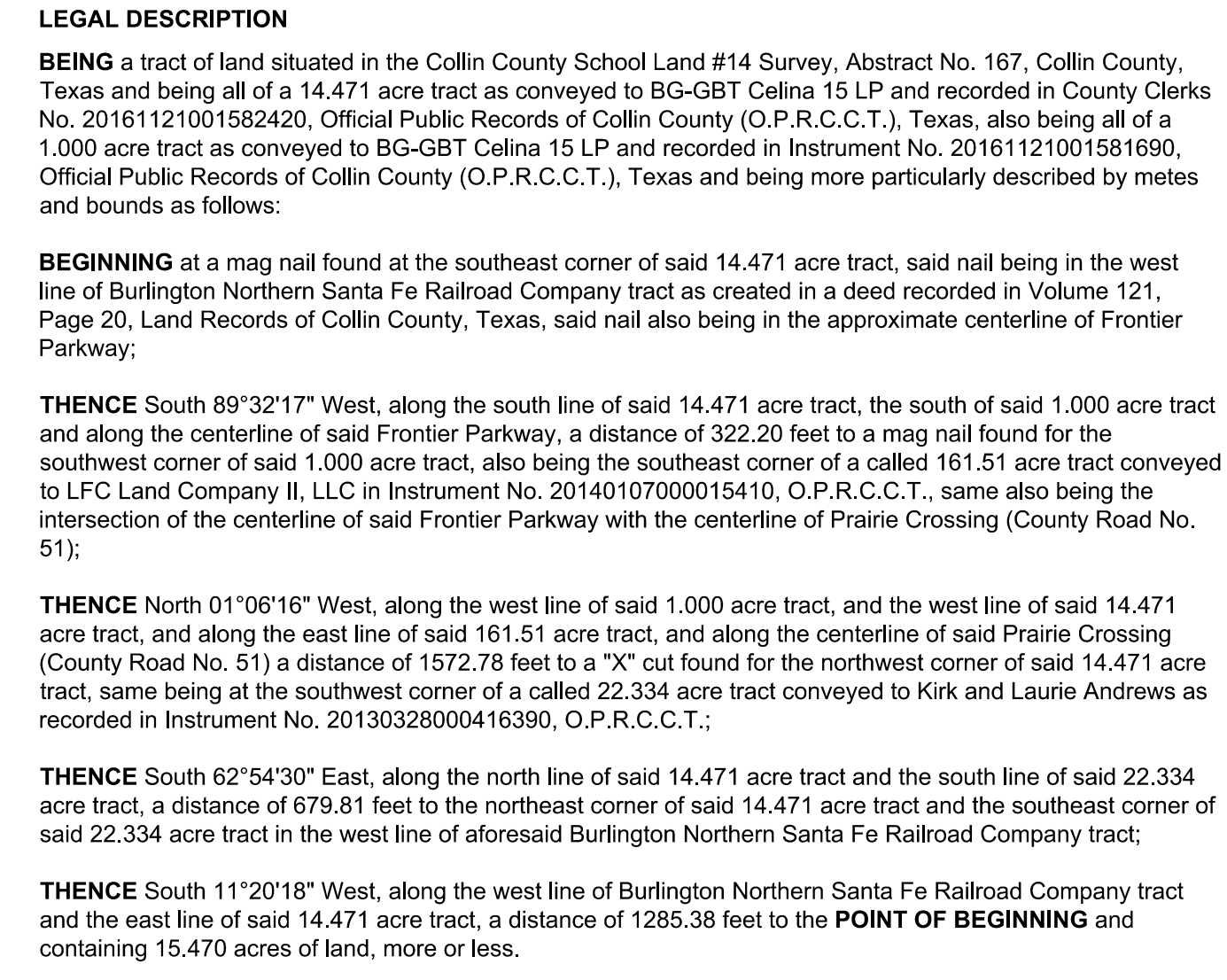
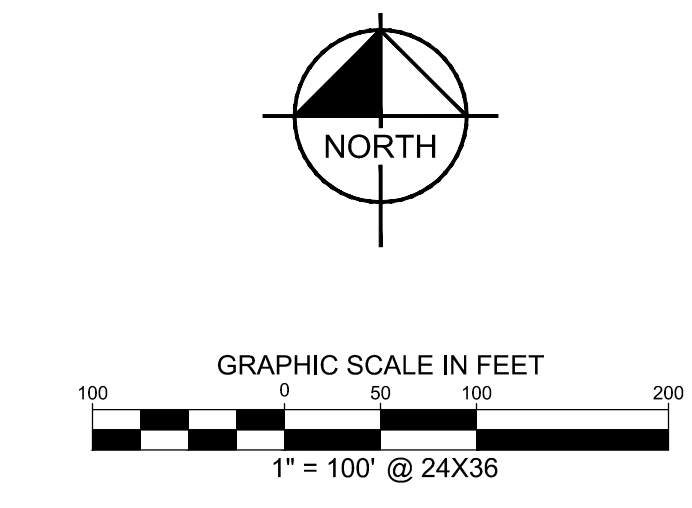
ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



MICHAEL B. MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
5750 GENESIS COURT, SUITE 200
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

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

LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
FND = FOUND
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS
L.R.C.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS
F.L.U.P. = FUTURE LAND USE PLAN

EXHIBIT B

ZONING CASE #16-XXXX

Stelzer Tract

COLLIN COUNTY SCHOOL LAND # 14 SURVEY, ABSTRACT #147
AUGUST, 2016

ENGINEER / SURVEYOR:	OWNER / APPLICANT:
Kimley-Horn and Associates	GB-GBT Celina 15 LP
State of Texas Registration No. F-928	9550 John W. Elliott Drive, Suite 10
5750 Genesis Court, Suite 200	Frisco, Texas 75033
Frisco, TX 75034	Contact:
P (972) 335-3580	Ph:
F (972) 335-3779	
Contact: David Kochalka, P.E.	

Kimley»»Horn



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Dev Services
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Moore PD Rezoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, 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 ± 14.778 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district with base zoning designations of R-O, Retail Office. The property is situated in the L. Lewis Survey, Abstract No. 532, City of Celina, Collin County, Texas. It is generally located south and west of Ownsby Parkway, east of Preston Road, and north of Frontier Parkway. (Moore PD Rezoning) (Liebman)

Background Information:

The applicant is carving approximately 14.778 acres (including right-of-way) out of a ± 69.1857 acre tract located at the southeast corner of Preston Road and Ownsby Parkway. The property is currently zoned AG, Agricultural zoning district and is proposed as a Planned Development with a base zoning of R-O, Retail Office. The applicant would have preferred to do straight zoning to R-O, but that zoning designation has a maximum lot size of five (5) acres, which is a reason this zoning case is being proposed as a Planned Development.

The applicant has requested a few variations to the R-O, Retail Office, zoning district including modified permitted and conditional uses, removal of the maximum building footprint, and no maximum lot acreage. The significant use modification is the allowance of a restaurant with a drive-thru service be permitted without a Conditional Use Permit.

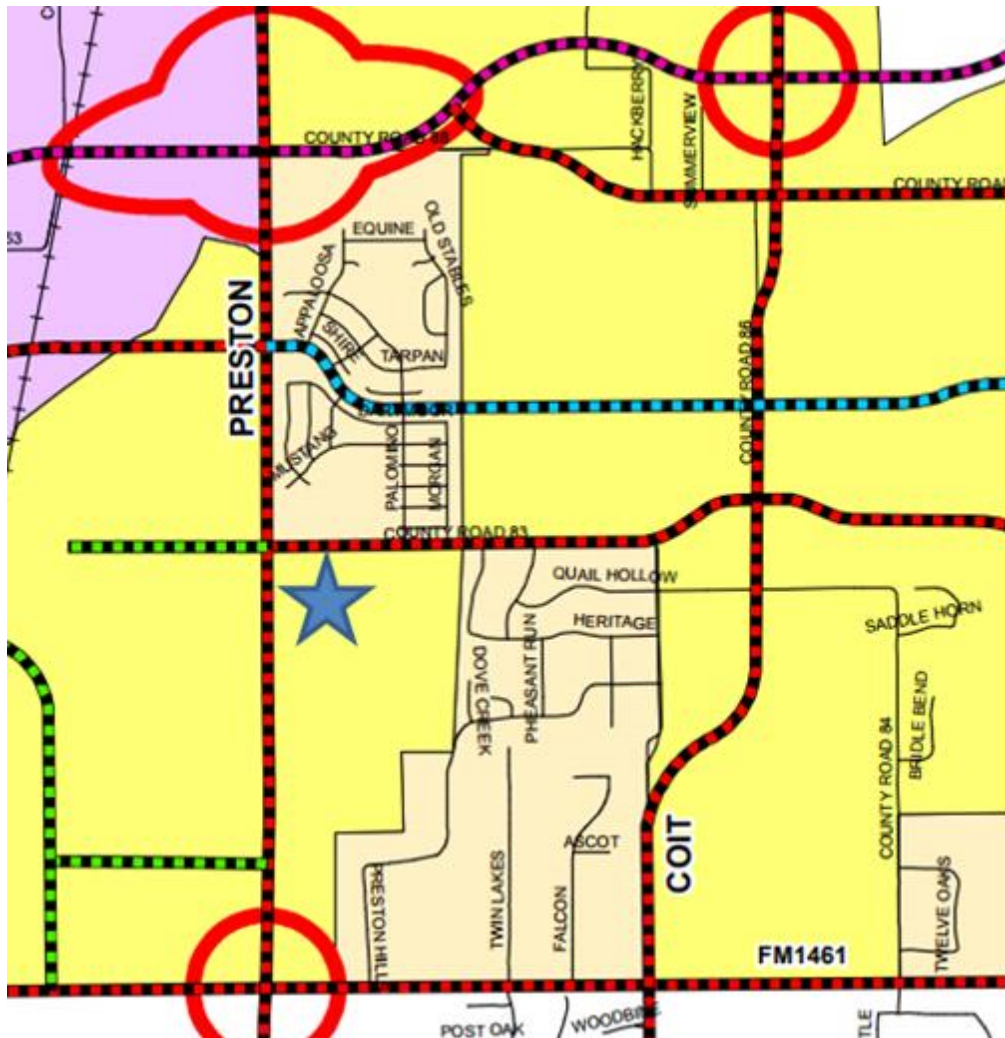
The entire tract in this Planned Development is located in the Preston Road Overlay and would be required to meet all standards set forth in that district.



Comprehensive Plan:

The City's Comprehensive Plan designates this area as Suburban Moderate-High Residential (suburban mix). This land use designation encompasses the majority of land area outside the commercial core and would accommodate a range of housing types including single family detached, attached dwellings such as duplexes, and townhomes. Supporting office, retail, commercial and entertainment are considered acceptable uses. These non-residential uses are intended to support a much larger area than the immediate neighborhood and will be located at and in between intersections.

Staff's opinion is that given the location of this tract, retail office is an appropriate zoning designation for this area.



Thoroughfare Plan:

This tract is located at the corner of Preston Road (6-lane divided), and Ownsby Parkway (6-lane divided).

Board Review/Citizen Input:

A notice of the public hearings was published in *The Celina Record* on August 25, 2017. Notices of the public hearing have been sent to all owners of property residing within the City Limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation staff had received no letters in support or in opposition to the proposal.

The Planning & Zoning Commission approved the rezoning request (5-1) at the August 15th regular meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

The City's attorney reviewed the proposed Zoning Ordinance.

Supporting Documents:

Concept Plan

Zoning Exhibit

Proposed Ordinance

Staff Recommendation:

During pre-development meetings, staff encouraged the applicant to submit the entire ±69 acre tract for rezoning along with a General Development Plan for complete consideration of suitable zoning for the tract. The applicant chose to move forward with the ±14.7 acres of Preston Road frontage as a Retail/Office PD Planned Development District application.

Items for consideration are:

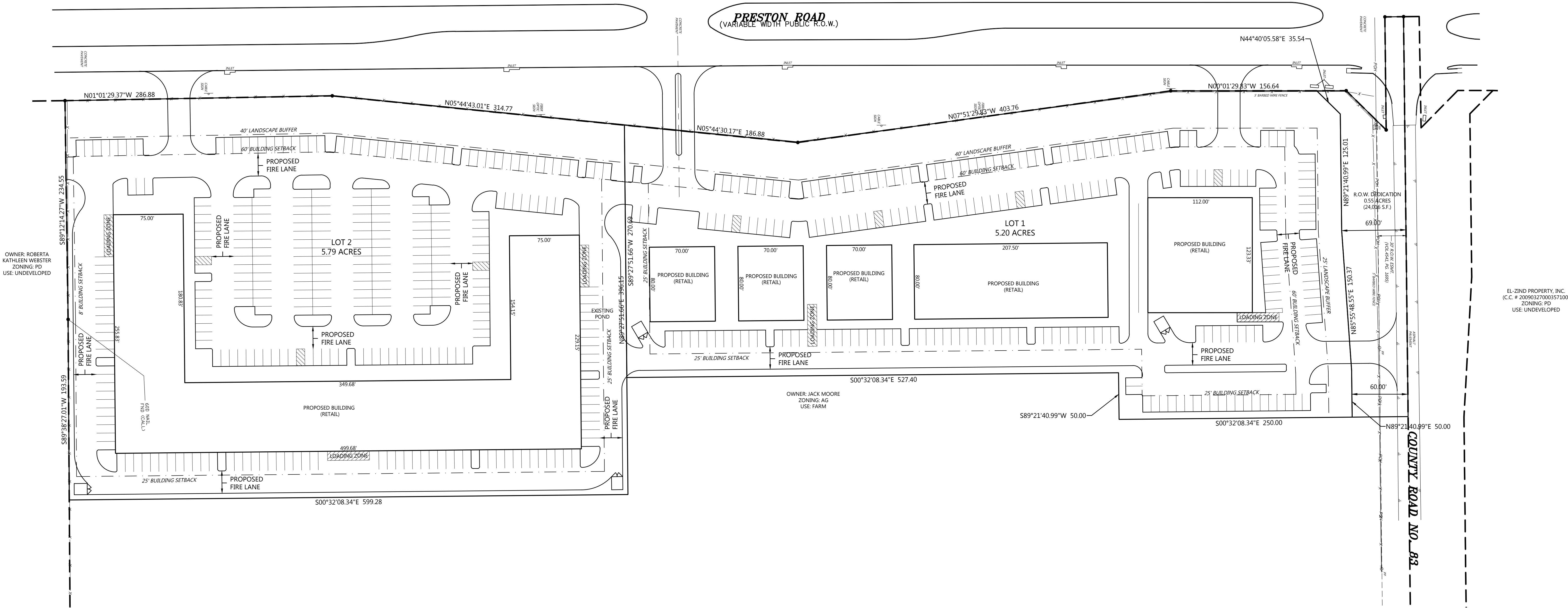
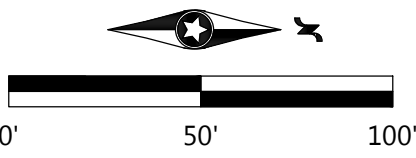
- This intersection is the first major intersection north of Frontier Parkway and patience and vision is recommended for a larger well-planned commercial or mixed-use development;
- The median opening on Preston does not provide ideal access for the site and tract to the east;
- The tract to the south is zoned C-2 General Commercial and allows for more intense uses;
- The remainder parcel to the east will exclusively depend on Ownsby Parkway for access;
- The remainder parcel to the east will most likely develop as single family residential and the city will forego retail opportunities and potential tax revenue; and
- The PD as presented is essentially eliminating any future transitional land uses to the east by closing off access and the remainder would most likely be single family residential. Transitional land uses between retail/commercial could be garden office, mini storage, senior living, assisted living, multi-family, and townhouse.

Celina has supported development requests to facilitate the single family market and it is staff's desire to continue the development approach for commercial and nonresidential development. While the proposed zoning district generally complies with the Future Land Use Plan by offering support services to the neighborhoods it falls short in visualizing the wide-range of opportunities the larger tract offers.

Staff Recommendation:

See above recommendation.

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN
THIS AREA. 48 HOURS PRIOR TO ANY
CONSTRUCTION ACTIVITIES, CONTACT LINE
LOCATES FOR FRANCHISE UTILITY INFO.
CALL BEFORE YOU DIG.

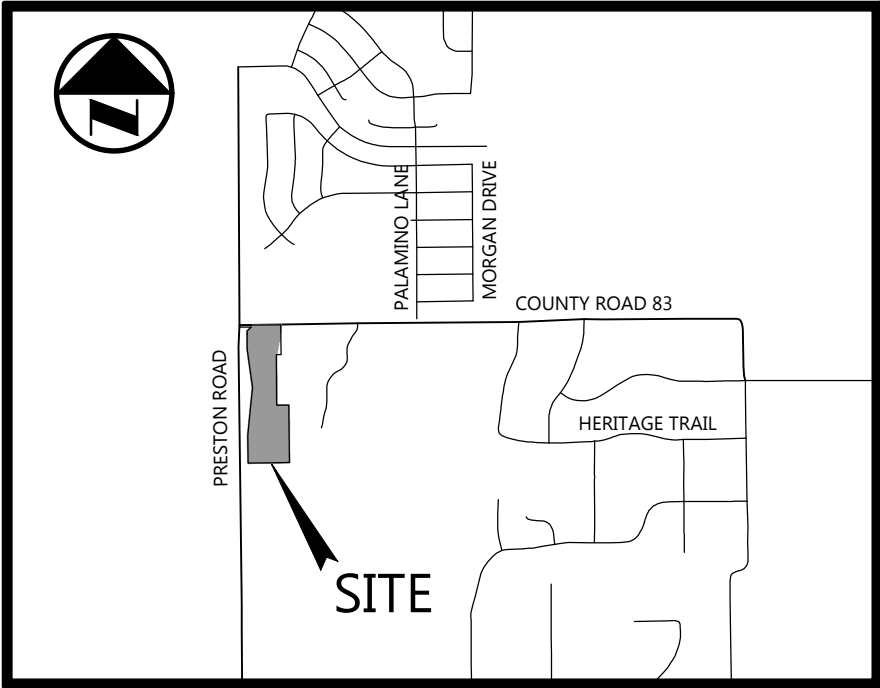


OWNER: ROBERTA
KATHLEEN WEBSTER
ZONING: PD
USE: UNDEVELOPED

EL-ZIND PROPERTY, INC.
(C.C. # 20090327000357100)
ZONING: PD
USE: UNDEVELOPED

OWNER: JACK MOORE
ZONING: AG
USE: FARM

- NOTES:
1. ACCESS LOCATIONS, AS SHOWN, ARE NOT APPROVED AND ARE SUBJECT TO ENGINEERING REVIEW PER CITY/STATE REQUIREMENTS DURING SITE PLAN REVIEW.
 2. A 6" SOLID MASONRY SCREENING WALL WILL BE REQUIRED ALONG THE EASTERN BOUNDARY, TO BE INSTALLED AT THE TIME EACH LOT IS DEVELOPED.
 3. THIS PD WILL COMPLY WITH ALL DEVELOPMENT REGULATIONS SET FORTH IN THE PRESTON ROAD OVERLAY AND RETAIL OFFICE PD STANDARDS, AS THEY EXIST OR MAY BE AMENDED.



VICINITY MAP
NOT TO SCALE

DESIGNED: _____
CHECKED: _____
DRAWN: _____
FIELD CREW: _____
FIELD WORK DATE: _____

INITIAL ISSUE: 06/23/17
REVISIONS: _____

PREPARED FOR:

DR. MASOUD NAJARI
6346 SHADY OAKS DRIVE
FRISCO, TX 75034

DR. NAJARI OFFICE
CELINA, TEXAS

Westwood

Phone (214) 473-4640 2740 Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TYPE FIRM REGISTRATION # F-11756

EXHIBIT "C"
CONCEPT PLAN

SHEET NUMBER:

CP

DATE: 08/14/17

CITY OF CELINA, TEXAS

ORDINANCE 2017-
MOORE TRACT PD – PD #85

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 14.778 ACRE TRACT OF LAND LOCATED IN THE L. LEWIS SURVEY, ABSTRACT NO. 532, CITY OF CELINA, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT #85 WITH A BASE ZONING DESIGNATION OF R-O, RETAIL OFFICE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit “B” attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit “C” and Exhibit “D” attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

Attachment: PD 85- Moore Tract PD draft ordinance (Moore PD Rezoning)

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District, #85 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #85.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Proposed Planned Development Regulations

- (a) General purpose and description. This district is established to provide areas for retail sales and professional offices which are not part of an overall larger development. These retail and office buildings will be freestanding buildings, fully contained on a single lot or tract of land. The retail and office district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.
- (b) This Planned Development shall adhere to the R-O, Retail Office Zoning regulations as they exist or may be amended except for as follows:
 - a. Area regulations.
 - i. Size of lots.
 - 1. Maximum lot size. There shall be no maximum lot size.
- (c) Building size for nonresidential structures. There shall not be a maximum footprint area.
- (d) Screening. A six foot masonry wall is required to be constructed on the eastern property boundary as each lot shown on the Concept Plan in this Planned Development is developed.
- (e) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service), only with main use	P
Auto laundry or carwash	P
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	C
Bank/credit unions	P
Offices (professional and general business)	P
Child day care (business)	C
Parking lot structure, commercial (auto)	P
Church/place of worship	P
Personal services shop	P
Concrete or asphalt batching plant (temporary)	C
Pet and animal grooming shop	P

Convenience store (with beer and wine sales)	P
Recycling kiosk	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	P
Farmers market (public)	C
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Funeral home (no crematorium)	C
Veterinarian (indoor kennels)	P
Garden shop (inside storage)	P



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Equipment Screening

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 4: Fencing, Walls and Screening Requirements. (Equipment Screening) (Liebman)

Background Information:

The Preston Road Overlay District requires that all rooftop and ground mounted equipment be screened from view from adjacent properties and/or the public right of way. This ordinance extends this requirement throughout the City.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the ordinance amendment at the August 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinance.

Supporting Documents:

Proposed ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 14: ZONING, ARTICLE 14.05: DEVELOPMENT STANDARDS AND USE REGULATIONS, DIVISION 4 FENCING, WALLS, AND SCREENING REQUIREMENTS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the City Council has considered, among other things, the character of the amendment with a view of encouraging the most appropriate use of land in the City, 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 citizens; and

WHEREAS, the City Council, has determined that adjusting its land use regulations regarding fencing, walls, and screening requirements is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

Attachment: Ordinance (Equipment Screening)

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 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Chapter 14: Zoning; Article 14.05: Development standards and use regulations; Division 4. Fencing, Walls, and Screening Requirements; to add Section 14.05.152, Mechanical Screening Required, to read as follows:

“Section 14.05.125 Mechanical Screening Required

1. All roof-mounted equipment including, but not limited to, fans, vents, air conditioning units and cooling towers shall be screened by a parapet wall or other method of screening approved by the Director of Development Services or their Designee so as not to be visible at ground level from adjacent properties and/or public rights-of-way, including elevated thoroughfare sections.
 - a.) Overall screening height shall be the height of the highest element of roof-mounted equipment.
 - b.) The outside of the screening device, if independent of the building facade, shall be painted or otherwise finished in a similar color to the color of the building facade, trim, or roof surface, whichever color is more effective in minimizing the visibility of the equipment and screen from ground level.
2. All wall-mounted and ground-mounted equipment and appliances including, but not limited to, fans, vents, air conditioning units and cooling towers, shall be adequately screened from view from public streets and adjoining properties.”

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

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

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 development standards and use regulations which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but 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 whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 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 _____, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ordinance (Equipment Screening)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: Celina 10 Annexation Public Hearings

Action Requested:

The Celina City Council will conduct two Public Hearings at 5:00 and 5:05 p.m. to consider testimony on the proposed annexation of an approximately 10.346 acre tract of land and half of adjacent right-of-way situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property:

~~Tuesday, August 8, 2017 - City Council acts on a resolution to set the public hearing dates;~~

Tuesday, September 12, 2017 - Two separate public hearings are held on the same night (Tuesday, Sept. 12, 2017 at 5:00 p.m. and Tuesday, September 12, 2017 at 5:05 p.m.); and

Tuesday, October 10, 2017 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

n/a

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

n/a

Supporting Documents:

Location Exhibit

Staff Recommendation:

Staff recommends approval as presented.



8.G.a

Attachment: Celina 10 (Celina 10 Annexation Public Hearings)



Parks and Recreation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Jeff Davis, Assistant Parks Director
 CC: Cody Webb, Director of Parks and Recreation
 Date: September 12, 2017
 Re: Texas Parks and Wildlife Department Grant Applications

Action Requested:

Celina City Council will conduct a public hearing and act upon a resolution for the submission of two grant applications to Texas Parks and Wildlife Department for the Old Celina Park expansion project. (Webb)

Background Information:

The Parks Department is actively planning the expansion of Old Celina Park. There are two grant opportunities through Texas Parks and Wildlife Department (TPWD) that could provide substantial financial support for the improvements we seek to make. We are eligible to apply for both grants but each must be for unique project. The "Non-urban Outdoor" grant has a ceiling of \$500,000, and we want to ask for the full amount to put towards the grading/leveling costs of the 19 acres. The "Small Community" grant has a ceiling of \$75,000, and we want to ask for the full amount to put towards the conversion of our softball field into a baseball field. Here it should be noted that part of the expansion plans are to build a softball complex on the existing open-space fields at Old Celina Park. Both TPWD grants are awarded on basis of 50% matching on a reimbursement basis. Once funded, all grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

Board Review/Citizen Input:

N/A

Alternatives:

The alternatives to applying for grant funding and continuing with park expansion plans are to seek other grant opportunities, private investors, or find ways to fund the project entirely on our own.

Financial Considerations:

Each grant offers up to 50% matching via reimbursement. We will secure the required matching funds (\$500,000 + \$75,000) from a combination of contributions from the Celina CDC, Celina Park Board funds, and the City of Celina general fund. The remainder of the project funding will come from a combination of the following sources: Celina CDC, Celina Parks Board funds, City of Celina general fund, future bond funds.

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Approve and Allow Parks Department to Submit Grant Applications



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: September 12, 2017
Re:

Action Requested:

Consider and act upon a resolution of the City Council of Celina, Texas, setting a public hearing under sec. 372.009 of the Texas Local Government Code for the creation of the Chalk Hill Public Improvement District within the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (Chalk Hill) (Petty)

Background Information:

This resolution is authorizing Staff to schedule the public hearing and provide the necessary newspaper and property owner notifications for the potential creation of a Public Improvement District for the Chalk Hill development at the October meeting. The approval of this resolution does not create the PID, but simply provides for the public hearing to proceed on the noticed date.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Review:

This document has been review by the City's Legal Team, City Staff, and Petty & Associates, Inc.

Supporting Documents:

Resolution

Staff Recommendation:

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits and within its extraterritorial jurisdiction of the City; and

WHEREAS, on *August 28, 2017*, *CADG Celina 156, LLC, a Texas limited liability company*, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), within the corporate limits of the City, submitted and filed with the City Secretary of the City (the "City Secretary") a petition ("Petition"), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the City; and

WHEREAS, the City Council of Celina, Texas (the "City Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the City in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, before the 15th day before the date of the hearing, notice must be given in a newspaper of general circulation in the municipality and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *October 10, 2017* on the creation of a public improvement district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: The City Council calls a public hearing is hereby called for *October 10, 2017, at 5:00 p.m. at Celina City Hall, 112 N Colorado Street, Celina, TX 75009*, on the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the cost.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the City for the Chalk Hill Public Improvement District.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is here by adopted and approved.

Section 7: Attached here to as **Exhibit C** is a legal description and depiction of the approximately 97 acres of property to be included in the proposed public improvement district.

Section 8: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, and to notify any affected landowners within the boundaries of the proposed public improvement district by mail, as required by law. The City Secretary shall provide notice, on or before September 22, 2019, which is before the 15th day before the *October 10, 2017* hearing.

PASSED AND APPROVED ON THIS 12th DAY OF SEPTEMBER, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, Attorney for the City

Resolution _____
Page 2 of 14

EXHIBIT A

Petition for the Creation of a Public Improvement District

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS FOR THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by CADG Celina 156, LLC, a Texas limited liability company, owner of a majority of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the city limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$20,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the

assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 24th day of August, 2017.
28th 17.

CADG Celina 156, LLC,
a Texas limited liability company

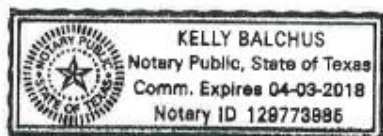
By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

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

By: Mehrdad Moayed
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of August, 2017, by Mehrdad Moayed, Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Celina 156, LLC, a Texas limited liability company on behalf of said company.



K. Balchus
Notary Public, State of Texas

EXHIBIT A

Metes and Bounds Description

LEGAL DESCRIPTION

96.777 ACRE TRACT

G. Eastes Survey, Abstract No. 299
 W. Shawver Survey, Abstract No. 810
 W. Tucker Survey, Abstract No. 912
 W. Rattan Survey, Abstract No. 753
City of Celina, Collin County, Texas

PROPERTY DESCRIPTION:

BEING a 96.777 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Equity Trust Company, Custodian F/B/O Sherese Glendenning IRA, recorded under Document Number 20150305000240770 of the Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Old Celina, LTD., recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1803.23 feet to a 1/2 inch iron rod found for the southeast corner of said Preston 51 CR 102, LP tract, same being an inner ell corner of said CADG Celina 156, LLC tract;

THENCE North 00 degrees 26 minutes 05 seconds West, with the east line of said Preston 51 CR 102, LP tract and the northernmost west line of said CADG Celina 156, LLC tract, a distance of 640.81 feet to a 1/2 inch iron rod found for the southwest corner of that same tract of land described to Mohammad Ali Dalaki, by deed recorded in Document Number 20141119001266880, Official Public Records, Collin County, Texas, same being the northernmost northwest corner of said CADG Celina 156, LLC tract;

THENCE North 89 degrees 49 minutes 17 Seconds East, with the south line of said Dalaki tract and the north line of said CADG Celina 156, LLC tract, a distance of 1391.00 feet to a point for the southeast corner of said Dalaki tract and the northeast corner of said CADG Celina 156, LLC tract, said point lying on the west line of that same tract of land described to Nanda Estates, LLC, by deed recorded in Document Number 201407090000706790, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found for reference bears South 74 degrees 10 minutes 03 seconds West, a distance of 1.21 feet;

THENCE South 00 degrees 30 minutes 42 seconds East, with the west line of said Nada Estates, LLC tract and the easternmost line of said CADG Celina 156, LLC tract, a distance of 1391.70 feet to a 5/8 inch iron rod found for the easternmost southeast corner thereof, same being the southwest corner of said Nada Estates, LLC tract, and lying on the north line of that same tract of land described to Four Winds Enterprises, Ltd., by deed recorded in Volume 5476, Page 8080, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 45 minutes 36 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 551.59 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

PROPERTY DESCRIPTION (continued):

THENCE South 89 degrees 08 minutes 14 seconds West, continuing with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 1442.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract and an inner ell corner of said CADG Celina 156, LLC tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, and the southernmost east line of said CADG Celina 156, LLC tract, a distance of 45.11 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Four Winds Enterprises, Ltd., and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE within said CADG Celina 156 tract and with said curve, an arc length of 448.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract and within said Sutton Field Investments tract, a distance of 1279.50 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the right having a radius of 795.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears South 71 degrees 49 minutes 42 seconds West, a distance of 490.24 feet;

THENCE continuing within said Sutton Field Investments tract and within said Equity Trust Company tract, and with said curve, an arc length of 498.36 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 89 degrees 47 minutes 13 seconds West, continuing within said Equity Trust tract, a distance of 132.49 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 44 degrees 58 minutes 27 seconds West, continuing within said Equity Trust tract, a distance of 35.47 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road;

THENCE North 00 degrees 09 minutes 41 seconds East, with the east line of said Preston Road, a distance of 75.08 feet to a Texas Department of Transportation Monument (TxDot Mon.) found for corner;

THENCE North 00 degrees 51 minutes 58 seconds West, continuing with the east line of said Preston Road, a distance of 64.93 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 45 degrees 32 minutes 22 seconds East, within said Old Celina tract, a distance of 35.56 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 89 degrees 47 minutes 13 seconds East, continuing within said Old Celina tract, a distance of 132.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the left having a radius of 705.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears North 71 degrees 49 minutes 42 seconds East, a distance of 434.74 feet;

THENCE continuing within said Old Celina tract and with said curve, an arc length of 441.94 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 53 degrees 52 minutes 12 seconds East, continuing within said Old Celina tract and within said CADG Celina 156 tract, a distance of 340.14 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 01 degrees 31 minutes 38 seconds West, continuing within said CADG Celina 156 tract, a distance of 294.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, continuing within said CADG Celina 156 tract, a distance of 793.07 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

PROPERTY DESCRIPTION (continued):

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC. tract, a distance of 763.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the southeast corner of said A.P.Sommerhalder, LLC. tract and an interior corner of said CADG Celina 156 tract;

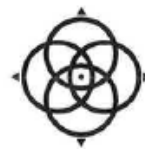
THENCE North 01 degrees 37 minutes 07 seconds West, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC. tract, a distance of 749.79 feet to the POINT OF BEGINNING, and containing 96.777 acres of land, more or less, and being subject to any and all easements that may affect.



RPLS No. 6443

Page 3 of 3

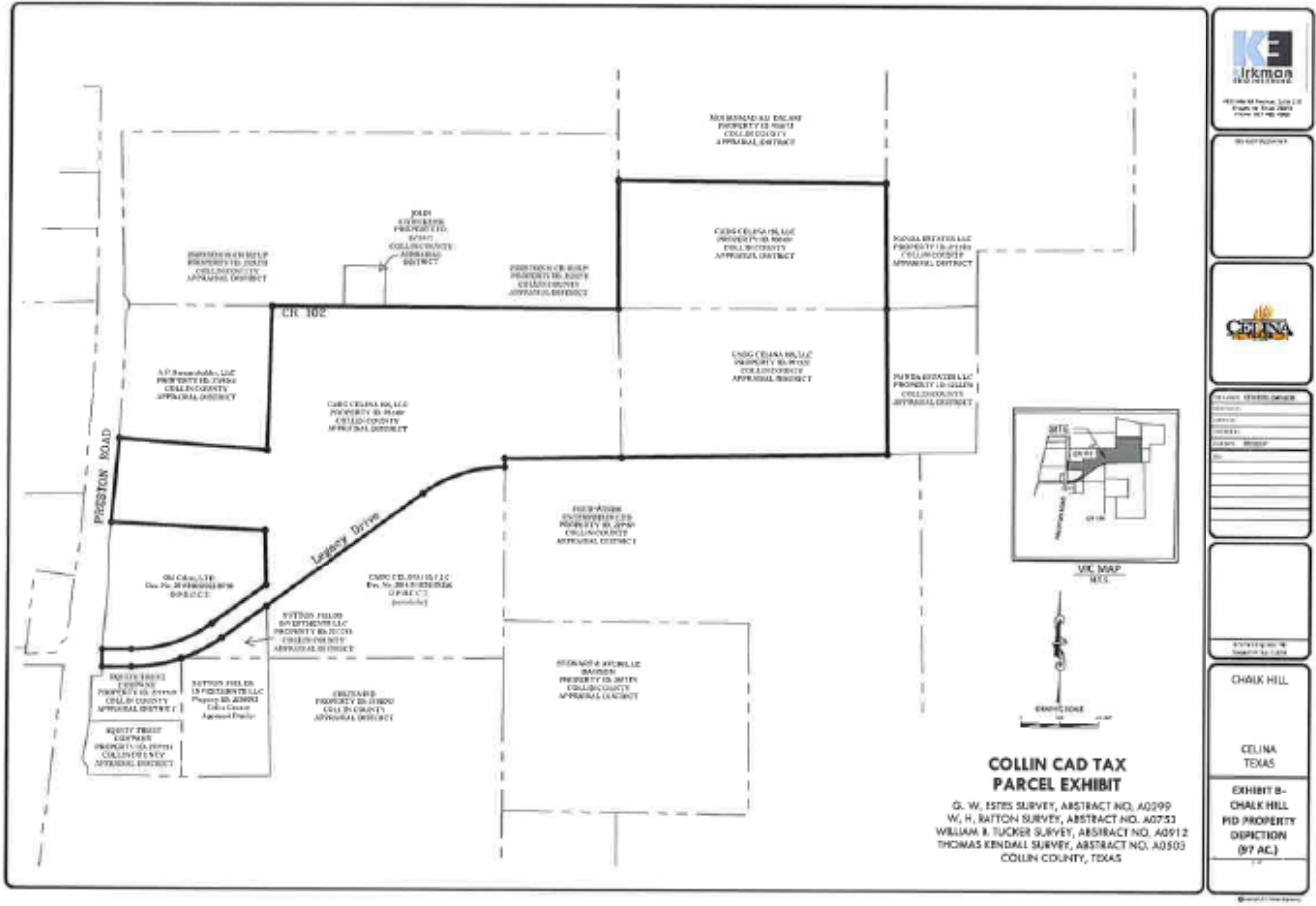
V:\Engineering\Ultron Engineering\61556443 - cdlr\158\dwg



WINDROSE
LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

EXHIBIT B Property Depiction



Attachment: 2017.001.005b - Chalk Hill PID - Resolution Setting Hearing (Chalk Hill Res PH Creating PID)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Celina, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by **CADG Celina 156, LLC, a Texas limited liability company** (the “Petitioner”), requesting that the City create The Chalk Hill Public Improvement District (the “District”) to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at 5:00 p.m. October 10, 2017 at Celina City Hall, 112 N Colorado St, Celina, TX 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$20,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately 97 acres of land generally located east of Preston Road, north of County Road 105, and south of County Road 102, located within the City and as more particularly described by a metes and bounds description available at Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the

District and possible tax reinvestment zone revenue, if created. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

EXHIBIT C

Metes and Bounds

LEGAL DESCRIPTION

96.777 ACRE TRACT

G. Eastes Survey, Abstract No. 299
 W. Shawver Survey, Abstract No. 810
 W. Tucker Survey, Abstract No. 912
 W. Rattan Survey, Abstract No. 753
City of Celina, Collin County, Texas

PROPERTY DESCRIPTION:

BEING a 96.777 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Equity Trust Company, Custodian F/B/O Sherese Glendenning IRA, recorded under Document Number 20150305000240770 of the Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Old Celina, LTD., recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1803.23 feet to a 1/2 inch iron rod found for the southeast corner of said Preston 51 CR 102, LP tract, same being an inner ell corner of said CADG Celina 156, LLC tract;

THENCE North 00 degrees 26 minutes 05 seconds West, with the east line of said Preston 51 CR 102, LP tract and the northernmost west line of said CADG Celina 156, LLC tract, a distance of 640.81 feet to a 1/2 inch iron rod found for the southwest corner of that same tract of land described to Mohammad Ali Dalaki, by deed recorded in Document Number 20141119001266880, Official Public Records, Collin County, Texas, same being the northernmost northwest corner of said CADG Celina 156, LLC tract;

THENCE North 89 degrees 49 minutes 17 Seconds East, with the south line of said Dalaki tract and the north line of said CADG Celina 156, LLC tract, a distance of 1391.00 feet to a point for the southeast corner of said Dalaki tract and the northeast corner of said CADG Celina 156, LLC tract, said point lying on the west line of that same tract of land described to Nanda Estates, LLC, by deed recorded in Document Number 201407090000706790, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found for reference bears South 74 degrees 10 minutes 03 seconds West, a distance of 1.21 feet;

THENCE South 00 degrees 30 minutes 42 seconds East, with the west line of said Nada Estates, LLC tract and the easternmost line of said CADG Celina 156, LLC tract, a distance of 1391.70 feet to a 5/8 inch iron rod found for the easternmost southeast corner thereof, same being the southwest corner of said Nada Estates, LLC tract, and lying on the north line of that same tract of land described to Four Winds Enterprises, Ltd., by deed recorded in Volume 5476, Page 8080, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 45 minutes 36 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 551.59 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

PROPERTY DESCRIPTION (continued):

THENCE South 89 degrees 08 minutes 14 seconds West, continuing with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 1442.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract and an inner ell corner of said CADG Celina 156, LLC tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, and the southernmost east line of said CADG Celina 156, LLC tract, a distance of 45.11 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Four Winds Enterprises, Ltd., and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE within said CADG Celina 156 tract and with said curve, an arc length of 448.08 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract and within said Sutton Field Investments tract, a distance of 1279.50 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the right having a radius of 795.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears South 71 degrees 49 minutes 42 seconds West, a distance of 490.24 feet;

THENCE continuing within said Sutton Field Investments tract and within said Equity Trust Company tract, and with said curve, an arc length of 498.36 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 89 degrees 47 minutes 13 seconds West, continuing within said Equity Trust tract, a distance of 132.49 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 44 degrees 58 minutes 27 seconds West, continuing within said Equity Trust tract, a distance of 35.47 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road;

THENCE North 00 degrees 09 minutes 41 seconds East, with the east line of said Preston Road, a distance of 75.08 feet to a Texas Department of Transportation Monument (TxDot Mon.) found for corner;

THENCE North 00 degrees 51 minutes 58 seconds West, continuing with the east line of said Preston Road, a distance of 64.93 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 45 degrees 32 minutes 22 seconds East, within said Old Celina tract, a distance of 35.56 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 89 degrees 47 minutes 13 seconds East, continuing within said Old Celina tract, a distance of 132.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a curve to the left having a radius of 705.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears North 71 degrees 49 minutes 42 seconds East, a distance of 434.74 feet;

THENCE continuing within said Old Celina tract and with said curve, an arc length of 441.94 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 53 degrees 52 minutes 12 seconds East, continuing within said Old Celina tract and within said CADG Celina 156 tract, a distance of 340.14 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 01 degrees 31 minutes 38 seconds West, continuing within said CADG Celina 156 tract, a distance of 294.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, continuing within said CADG Celina 156 tract, a distance of 793.07 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

PROPERTY DESCRIPTION (continued):

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC. tract, a distance of 763.61 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for the southeast corner of said A.P.Sommerhalder, LLC. tract and an interior corner of said CADG Celina 156 tract;

THENCE North 01 degrees 37 minutes 07 seconds West, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC. tract, a distance of 749.79 feet to the POINT OF BEGINNING, and containing 96.777 acres of land, more or less, and being subject to any and all easements that may affect.



RPLS No. 6443

Page 3 of 3

U:\Engineering\Witman Engineering\15056443 - celina156\dwg



WINDROSE
LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: 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 2017/2018 budget for the Celina Economic Development Corporation. (Toutounchian)

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 31, 2017.

Alternatives:

N/A

Financial Considerations:

Legal Review:

N/A

Supporting Documents:

Resolution, budget document

Staff Recommendation:

CITY OF CELINA
DEPARTMENT REQUESTED BUDGET
YTD AS OF: JUNE 30, 2017

102-GENERAL FUND

CELINA ECONOMIC DEVELOPMENT CORPORATION

(----- 2016 - 2017 -----)

(----- 2017 - 2018 -----)

	2012-2013 BUDGET	2013-2014 BUDGET	2014-2015 BUDGET	2015-2016 BUDGET	CURRENT APPROVED BUDGET	Y-T-D ACTUAL 06/30/2017	FY 2016-2017 Year End Estimate	REQUESTED BASE BUDGET CEDC	REQUESTED BASE BUDGET GIGABIT	FY 2017 - 2018 APPROVED BUDGET CEDC	FY 2017 - 2018 APPROVED BUDGET GIGABIT
--	---------------------	---------------------	---------------------	---------------------	-------------------------------	-------------------------------	--------------------------------------	-------------------------------------	--	--	---

EXPENDITURES

PAYROLL EXPENSE

102-518-01-5100	SALARIES	75,000	87,450	92,700	96,435	105,500	76,488	105,500	113,500	120,000		
102-518-01-5101	CAR ALLOWANCE	6,000	6,000	6,000	6,000	7,500	5,625	7,500	7,500	3,600		
102-518-01-5105	OVERTIME	0	0	0	0	0	0	0				
102-518-01-5110	P/R TAX EXPENSE	5,738	7,914	8,423	8,857	9,706	6,235	9,706	9,257	9,455		
102-518-01-5111	SUTA	270	270	270	270	270	171	171	171	171		
102-518-01-5115	HEALTH INSURANCE	6,185	4,104	5,400	6,144	9,000	6,750	9,000	9,500	22,045		
102-518-01-5116	RETIREMENT	0	4,800	6,000	7,200	8,500	6,375	8,500	10,000	9,600		
102-518-01-5117	WORKMAN'S COMPENSATION	285	149	363	363	363	334	334	334	334		
102-518-01-5120	PERFORMANCE INCENTIVE	0	0	0	5,000	10,000	0	10,000	0	0		
TOTAL PAYROLL EXPENSE		93,478	110,687	119,156	130,269	150,839	101,979	150,711	150,262	165,206	0	

LEGAL & PROFESSIONAL EXPENSE

102-518-02-5140	CONTRACT LABOR	3,600	3,600	4,800	4,000	7,500	3,000	6,200	3,500	3,500		
102-518-02-5150	LEGAL	250	250	250	250	10,000	0	0	500	9,500		
TOTAL LEGAL & PROFESSIONAL EXPENSE		3,850	3,850	5,050	4,250	17,500	3,000	6,200	4,000	13,000	0	

Website
Legal Gigabit

MATERIALS & SUPPLIES

102-518-03-5208	COMPUTER HW/SW	0	183	250	250	250	109	250	250	500		
102-518-03-5209	OFFICE SUPPLIES	250	250	250	125	125	21	125	125	125		
102-518-03-5210	MATERIALS/SUPPLIES	200	200	200	350	350	116	350	350	150		
TOTAL MATERIALS & SUPPLIES		450	633	700	725	725	246	725	725	775	0	

MAINTENANCE EXPENSE

102-518-04-5205	MAINTENANCE AGREEMENT	0	1,000	1,500	1,500	1,500	1,641	2,500	1,500	1,500		
102-518-04-5225	FACILITY MAINTENANCE	0	0	1,000	1,000	1,000	1,060	1,500	1,500	0		
102-518-04-5230	EQUIPMENT REPAIRS	0	0	0	0	0	0	0	0	0		
102-518-04-5231	EQUIPMENT O&M	0	0	0	0	0	0	0	0	0		
102-518-04-5280	VEHICLE O&M	0	0	0	0	0	0	0	0	0		
102-518-04-5281	VEHICLE REPAIRS	0	0	0	0	0	0	0	0	0		
TOTAL MAINTENANCE EXPENSE		0	1,000	2,500	2,500	2,500	2,700	4,000	3,000	1,500	0	

Attachment: EDC 2017-2018 Final Proposed Budget (09-03-2017) (EDC Budget)

102-GENERAL FUND

CELINA ECONOMIC DEVELOPMENT CORPORATION

(----- 2016 - 2017 -----)

(----- 2017 - 2018 -----)

		2012-2013	2013-2014	2014-2015	2015-2016	CURRENT	Y-T-D	FY 2016-2017	REQUESTED	REQUESTED	FY 2017 - 2018	FY 2017 - 2018
		BUDGET	BUDGET	BUDGET	BUDGET	APPROVED	ACTUAL	Year End	BASE	BASE	APPROVED	APPROVED
EXPENDITURES						BUDGET	06/30/2017	Estimate	BUDGET	BUDGET	BUDGET	BUDGET
UTILITY EXPENSE									CEDC	GIGABIT	CEDC	GIGABIT
102-518-05-5400	TELEPHONE LAND LINES	2,400	1,650	1,650	1,650	1,650	880	1,650	1,650	0		
102-518-05-5401	CELL PHONES	2,000	1,100	1,100	1,100	1,100	760	1,100	750	750		
102-518-05-5403	INTERNET DSL	0	1,000	1,000	1,000	1,000	449	1,000	500	500		
102-518-05-5419	NATURAL GAS	350	300	325	325	325	411	489	325	325		
102-518-05-5420	ELECTRICITY	2,100	2,000	2,000	2,000	2,000	0	0	2,000	2,000		
102-518-05-5421	OFFICE RENT	0	0	0	0	0	0	0	0	0		
TOTAL UTILITY EXPENSE		6,850	6,050	6,075	6,075	6,075	2,500	4,239	5,225	3,575	0	
OTHER EXPENSES												
102-518-09-5220	POSTAGE	250	50	50	150	75	0	60	300	100		
102-518-09-5240	GENERAL INSURANCE	0	150	135	135	135	135	135	1,400	1,400		
102-518-09-5250	MEMBERSHIPS & DUES	6,100	9,000	10,000	10,000	7,500	7,010	7,500	6,000	1,500		
102-518-09-5269	TRAINING/SCHOOL/SEMINARS	0	500	1,500	1,100	500	500	500	1,500	500		
102-518-09-5270	TRAVEL/ MEALS & LODGING	7,000	6,500	4,000	6,500	6,500	4,180	6,500	6,000	3,000		
102-518-09-5271	MEALS & ENTERTAINMENT	250	250	5,000	6,000	3,500	3,500	3,500	3,500	1,500		
102-518-09-5272	MARKETING EVENTS	5,250	8,250	2,500	2,500	25,000	12,484	25,000	10,000	0		
102-518-09-5290	ADVERTISING	0	2,500	2,500	2,500	0	0	0	500	2,500		
102-518-09-5340	OFFICE CLEANING	350	350	350	350	350	275	350	400	400		
102-518-09-5415	EQUIPMENT RENTAL	1,020	1,000	750	865	865	1,235	1,750	1,440	1,440		
102-518-09-5700	EQUIPMENT	0	0	0	0	0	0	0		0		
102-518-09-5705	SPECIAL PROJECTS	1,500	5,000	15,000	52,000	45,000	97,807	120,000	0	0		
102-518-09-5706	SALES TAX REBATE	0	0	12,000	12,000	15,000	0	0		0		
102-518-09-5750	CAPITAL OUTLAY	0	0	0	0	0	0	0	0	0		
102-518-09-5900	DEBT SERVICE	32,500	32,500	0	0	0	0	0	0	40,000		
TOTAL OTHER EXPENSES		60,220	66,050	53,785	94,100	104,425	127,126	165,295	31,040	52,340	0	
TOTAL EXPENDITURES		158,848	188,270	187,266	237,919	282,064	237,551	331,170	194,252	236,396	0	

430,647

Board Expense

Chamber Retension

Debt Service Bank Loan

Attachment: EDC 2017-2018 Final Proposed Budget (09-03-2017) (EDC Budget)

102-GENERAL FUND		(----- 2016 - 2017 -----)						(----- 2017 - 2018 -----)				
CELINA ECONOMIC DEVELOPMENT CORPORATION		2012-2013	2013-2014	2014-2015	2015-2016	CURRENT	Y-T-D	FY 2016-2017	REQUESTED	REQUESTED	FY 2017 - 2018	FY 2017 - 2018
		BUDGET	BUDGET	BUDGET	BUDGET	APPROVED	ACTUAL	Year End	BASE	BASE	APPROVED	APPROVED
REVENUES:						BUDGET	06/30/2017	Estimate	BUDGET	BUDGET	BUDGET	BUDGET
									CEDC	GIGABIT	CEDC	GIGABIT
REVENUE PROJECTION:												
SALES TAX REVENUE		177,000.00	190,000.00	245,425.00	304,902.50	319,848.00	334,743.00	444,743.00	500,000.00			
INTEREST INCOME		850.00	1,070.00	1,500.00	1,500.00	1,500.00	1,248.00	1,500.00	1,950.00			
MARKETING DONATIONS		0.00	0.00	0.00	10,000.00	0.00	0.00	0.00				
TOTAL REVENUES		177,850	191,070	246,925	316,403	321,348	335,991	446,243	501,950			
										71,302.66		



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: September 12, 2017
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 2017/2018 budget for the Celina Community Development Corporation. (Toutounchian)

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 21, 2017.

Alternatives:

N/A

Financial Considerations:

Legal Review:

N/A

Supporting Documents:

Resolution, budget document

Staff Recommendation:



**COMMUNITY DEVELOPMENT CORPORATION
FY 2017 - 2018
PROPOSED BUDGET**

REVENUE:

Sales Tax Revenue	500,000.00
Interest Income	1,500.00

Total

501,500.00

EXPENSES:

Debt Service Payment	200,000.00
----------------------	------------

Total

200,000.00

Surplus(Deficit)

301,500.00

Notes:

Any projected budget surplus will be used to acquire additional park land or make improvement to the existing parks.



**Celina Community Development Corporation
Fiscal Year 2017
Revenue & Expenditures**

	Beginning balance	Interest earned	Payment from sales tax	Other Deposits	Payment to City	Others	Ending Balance
Oct. 2016	292,324.95	247.59	0.00	0.00	0.00	0.00	292,572.54
Nov. 2016	292,572.54	239.82	0.00	0.00	0.00	0.00	292,812.36
Dec. 2016	292,812.36	253.91	107,930.75	0.00	0.00	0.00	400,997.02
Jan. 2017	400,997.02	340.57	0.00	0.00	0.00	0.00	401,337.59
Feb. 2017	401,337.59	307.87	0.00	0.00	0.00	0.00	401,645.46
Mar. 2017	401,645.46	341.13	0.00	0.00	0.00	0.00	401,986.59
Apr. 2017	401,986.59	391.56	111,626.68	0.00	0.00	0.00	514,004.83
May. 2017	514,004.83	436.55	0.00	0.00	0.00	0.00	514,441.38
Jun. 2017	514,441.38	422.83	0.00	0.00	0.00	0.00	514,864.21
Jul. 2017	514,864.21	506.71	115,185.81	0.00	0.00	0.00	630,556.73
Aug. 2017	630,556.73	0.00	0.00	0.00	200,000.00	0.00	430,556.73
Sep. 2017	430,556.73	0.00	0.00	0.00	0.00	0.00	430,556.73
TOTAL		3,488.54	334,743.24	0.00	200,000.00	0.00	

Bank Balance as of 10/01/2016

292,324.95

Revenues:

1st Quarter Sales Tax Rev. Actual	107,930.75
2nd Quarter Sales Tax Rev. Actual	111,626.68
3rd Quarter Sales Tax Rev. Actual	115,185.81
4th Quarter Sales Tax Rev. Actual	0.00
12 Months Interest Income Actual	3,488.54

Total Revenue for FY 2016

338,231.78

Expenditures:

Annual Debt Services for FY 2016	(200,000.00)
Sales Tax Rebate	0.00

Total Expenditures for FY 2016

(200,000.00)

Bank Balance as of 09/30/2016

430,556.73

Attachment: Celina Community Development Corp Proposed FY 2017-2018 Budget (CDC Budget)

**CITY OF CELINA
COMMUNITY DEVELOPMENT CORPORATION
SALES TAX REVENUE COMPARISON
FISCAL YEAR 2016 - 2017**

MONTHS	FY 2007 - 2008	FY 2008 - 2009	FY 2009 - 2010	FY 2010 - 2011	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	FY 2014 - 2015	FY 2015 - 2016	FY 2016 - 2017	Variance
October	11,697.84	11,508.25	7,834.65	11,272.95	11,982.96	13,177.88	17,724.28	20,944.79	22,775.11	36,145.93	58.71%
November	14,171.75	16,472.10	13,216.35	13,961.16	17,017.34	19,435.13	21,510.17	27,070.23	29,946.15	37,335.59	24.58%
December	12,741.56	14,042.01	8,778.99	9,122.70	11,308.18	9,775.13	17,947.06	15,448.38	29,558.30	34,449.24	16.55%
1st QUARTER	38,611.14	42,022.36	29,829.99	34,356.80	40,308.48	42,388.14	57,181.50	63,463.39	82,279.56	107,930.75	31.18%
January	8,179.74	8,749.16	8,238.22	8,749.16	11,377.19	14,247.92	16,011.06	24,545.25	25,073.72	32,364.82	29.08%
February	14,672.66	14,327.09	12,905.98	14,327.09	16,120.95	17,066.56	21,370.62	29,455.07	40,594.59	43,778.06	7.58%
March	8,783.67	8,778.99	9,434.55	10,064.46	10,949.02	10,572.60	17,925.71	22,760.36	21,811.39	35,483.82	62.66%
2nd QUARTER	31,635.07	31,855.23	30,578.74	33,140.70	38,447.15	41,887.09	55,307.38	76,760.67	87,579.70	111,626.68	27.46%
April	8,760.98	6,763.46	7,665.05	8,641.51	10,669.98	11,185.81	17,974.81	20,066.27	21,165.06	32,942.83	55.65%
May	13,075.10	13,196.40	15,028.33	14,616.74	15,151.35	23,202.00	24,875.08	29,270.07	34,143.26	43,290.35	26.79%
June	11,099.69	9,365.02	9,253.81	10,043.21	12,407.68	14,211.66	18,713.50	25,518.88	21,268.04	38,952.63	83.15%
3rd QUARTER	32,935.76	29,324.38	31,947.18	33,301.46	38,229.01	48,599.46	61,563.39	74,855.22	76,576.36	115,185.81	50.42%
July	10,195.17	8,751.38	10,388.73	10,489.94	15,107.27	15,738.02	21,309.21	25,010.88	29,068.91	40,990.47	41.01%
August	15,074.68	14,186.09	17,831.47	17,483.78	17,442.11	18,771.01	23,116.89	30,016.62	38,612.80	49,588.17	28.42%
September	11,360.15	9,739.07	11,075.64	11,689.57	14,346.29	16,886.43	23,597.15	26,081.49	30,324.45		
4th QUARTER	36,629.99	32,676.64	39,296.84	39,663.29	46,897.67	51,395.46	68,022.25	81,108.99	98,006.15	90,578.64	
TOTAL	139,812.96	127,100.02	131,551.75	140,462.25	163,882.31	184,270.14	242,074.52	296,188.27	344,441.77	426,321.88	109.05%

Annual Percentage Change

-9.09%

5.69%

16.67%

12.44%

31.37%

22.35%

16.29%

Percentage Increase (Decrease) for the first 10 months of Fiscal year 2017

36%

Preliminary Cost Estimate
OLD CELINA PARK EXPANSION
Master Plan
 March 16, 2017



ITEM			
INFRASTRUCTURE			
1 Water Line (800 L.F.)			\$ 35,000.00
2 Sewer Line (1,250 L.F.) - 2 Manholes			\$ 60,000.00
3 Pond Excavation & Construction (1 Acre 8' Deep)			\$ 245,000.00
4 Irrigation Wet Well			\$ 125,000.00
INFRASTRUCTURE TOTAL:			\$ 465,000.00
MULTI-USE FIELDS			
5 Multi-Use Area Irrigation (17 Acres)			\$ 510,000.00
6 30 FC Field Lighting (2 Fields)			\$ 300,000.00
7 Hydromulch (Approximately 17 Acres)			\$ 125,000.00
8 Plaza Paving Adjacent to Restroom			\$ 40,000.00
9 Earthwork			\$ 250,000.00
MULTI-USE FIELDS TOTAL:			\$ 1,225,000.00
PARKING AREA / SIDEWALKS			
10 Sidewalks (3,000 L.F. @ 8' Wide) Concrete			\$ 192,000.00
11 Soft Surface Loop (2,400 L.F. @ 6' Wide)			\$ 100,000.00
12 Concrete Parking (175 Spaces) + Entrance Drives			\$ 393,750.00
13 Concrete Parking (75 Spaces) + Entrance Drives			\$ 168,750.00
14 Parking Lot Lights			\$ 200,000.00
15 Earthwork			\$ 50,000.00
PARKING AREA / SIDEWALKS TOTAL:			\$ 1,104,500.00
OTHER			
16 Hike & Bike Trail Loop (3,000 L.F. @ 10' Wide)			\$ 390,000.00
17 Park Benches, Trash Receptacles, Soccer Goals, Bleachers			\$ 75,000.00
18 Restroom / Concession Building			\$ 1,000,000.00
19 Pavilion / Amphitheater / Paving / Decking			\$ 400,000.00
20 Soil Export			\$ 50,000.00
21 Erosion Control			\$ 75,000.00
22 Storm Sewer			\$ 200,000.00
23 Electrical Complex Service			\$ 30,000.00
24 Construction Testing			\$ 50,000.00
25 TxDOT Entrance & Permits			\$ 50,000.00
26 Landscaping / Trees			\$ 50,000.00
OTHER TOTAL:			\$ 2,370,000.00
SUB TOTAL:			\$ 5,164,500.00
Pre-Design Contingency (15%):			\$ 774,675.00
ESTIMATED CONSTRUCTION TOTAL:			\$ 5,939,175.00
A & E Fees: (10%):			\$ 593,917.50
GRAND TOTAL:			\$ 6,533,092.50

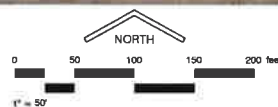
A & E Fees Include: Topographic Survey, Geotechnical, ADA Fees, Printing Reimbursables, Design Fees, Bidding, Construction Observation, and Project Closeout.

Earthwork is Based on Aerial Topographic and Estimated Finish Grades.



Concept Plan A

Project:
Celina Multi-Use Complex
Celina, Texas



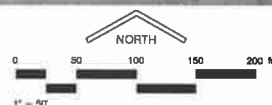
Date of Issue:
MARCH 17, 2017





Concept Plan B

Project:
Celina Multi-Use Complex
 Celina, Texas



Date of Issue:
 MARCH 17, 2017





Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: FY 2017/2018 Budget Ordinance

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2017/2018 beginning October 1, 2017, and ending September 30, 2018, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Roll Call) (Toutounchian)

Background Information:

The proposed 2017/2018 budget will raise more total property taxes than last year's budget by \$1,761,836.00 or 32.88 % and of that amount, \$090,973.00 is tax revenue to be raised from new property added to the tax roll this year.

Board Review/Citizen Input:

A public hearing will be held on September 12, 2017 at 5:00 p.m. preceding the adoption of the budget.

Alternatives:

N/A

Financial Considerations:

Legal Review:

N/A

Supporting Documents:

Ordinance, budget documents

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2017-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT; PROVIDING FOR EXPENDITURES OF FUNDS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 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 City Council the proposed budget of the revenues and expenditures for conducting the affairs of Celina and providing a complete financial plan for the fiscal year beginning October 1, 2017 and ending September 30, 2018 and has caused to be filed with the City Secretary (the “budget”).

WHEREAS, the budget shows as definitely as possible each of the various projects for which appropriations are set up in the budget, and the estimated amount of money carried in the budget for each of such projects; and

WHEREAS, public notice of a public hearing on the proposed annual budget, stating the date, time, and place and subject matter of the public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, City has acknowledged that this budget will raise more total property taxes than last year’s budget by \$1,761,836.00 or 32.88% and of that amount \$909,973.00 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, the City Council has studied the budget and listened to the comments received at the public hearing and has determined that the budget attached hereto is in the best interest of the City of Celina.

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

**SECTION 1
BUDGET ADOPTED**

The budget attached hereto as exhibit “A” and incorporated herein by this reference is approved and adopted for the fiscal year beginning October 1, 2017 and ending September 30, 2018, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.

SECTION 2

EXPENDITURE OF FUNDS

(A) No expenditure of the funds of the City shall hereafter be made except in compliance with the budget and applicable state law; provided, however, that in case of grave public necessity emergency expenditures to meet unusual and unforeseen conditions, which could not by reasonable, diligent thought and attention have been included in the original budget, may from time to time be authorized by the City Council as amendments to the original budget.

(B) Prior to the expenditure of any monies in the emergency reserve fund, the question of the expenditure of such monies shall be submitted to the City Manager, who shall review the proposed expenditure and timely make its recommendation to the City Council.

(C) Specific authority is hereby given to the City Manager to transfer appropriations budgeted from one account classification or activity to another within any individual department or activity; and, to transfer appropriations from designated appropriations to any individual department or activity.

SECTION 3

FILING OF BUDGET AND ORDINANCE REQUIRED

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

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 the 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

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

SECTION 7 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina, the Caption and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the Descriptive Caption and effective Date Clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9 **EFFECTIVE DATE**

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day of September 2017 by roll call vote as follows:

Attachment: 2017- FY2018 Budget (Budget Adoption)

For Passage:_____

Against Passage:_____

Sean Terry, Mayor

Vicki Faulkner, City Secretary

City Attorney



Small City, Big Vision...



CITY OF CELINA
ANNUAL OPERATING BUDGET
FISCAL YEAR 2017-2018

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

TABLE OF CONTENTS

BUDGET COVER PAGE	3
CITY MANAGER’S MESSAGE	5
GENERAL FUND	7
GENERAL FUND SUMMARY	8
GENERAL FUND REVENUES	9
DEPARTMENTAL SUMMARIES	11
LIBRARY, GENERAL SERVICES OFFICE, PLANNING & DEVELOPMENT	11
ADMINISTRATION, MUNICIPAL COURT, STREETS & DRAINAGE	12
PARKS, MARKETING, ENGINEERING	13
POLICE, FIRE & EMS	14
WATER & WASTEWATER FUND	15
WATER/WASTEWATER FUND SUMMARY	16
WATER/WASTEWATER FUND REVENUES	17
DEPARTMENTAL SUMMARIES	18
WATER, WASTEWATER, TRASH & RECYCLING	18
UTILITY BILLING, NON-DEPARTMENTAL, DEBT SERVICE	19
DEBT SERVICE FUND	21
CAPITAL PROJECTS FUNDS	22
CIP CURRENT PROJECTS	23
CIP 5 YEAR PLAN	26
FY 2018 CIP BUDGET SUMMARY	29
FIRE IMPROVEMENT FUND	31
STREET CONSTRUCTION FUND	32
ROADWAY IMPACT FEES FUND	33
PARK CONSTRUCTION FUND	34
PARKS FEES FUND	35
FACILITIES CONSTRUCTION FUND	36
UTILITY CONSTRUCTION FUND	37
UTILITY IMPACT FEES FUND	38
STORMWATER DRAINAGE FEES FUND	39
OTHER GOVERNMENTAL FUNDS	40
MAJOR EQUIPMENT REPLACEMENT FUND	41
CAPITAL ACQUISITION FUND	42
SPECIAL ASSESSMENT REVENUE FUND	43
TAX INCREMENT REINVESTMENT ZONE #2-CREEKS OF LEGACY	44

TAX INCREMENT REINVESTMENT ZONE #3-LILYANA	44
TAX INCREMENT REINVESTMENT ZONE #4-SUTTON FIELDS	45
<u>MAIN STREET FUND</u>	<u>46</u>
<u>CELINA ECONOMIC DEVELOPMENT CORPORATION</u>	<u>47</u>
<u>CELINA COMMUNITY DEVELOPMENT CORPORATION</u>	<u>47</u>
<u>FY 2018 APPROVED NEW FTES</u>	<u>48</u>

Budget Cover Page

Recorded votes for adoption of FY 2017-2018 Annual Budget:

Bill Webber (Place #1)	Carmen Roberts (Place #4)
Wayne Nabors (Place #2)	Mindy Koehne (Place #5)
Andy Hopkins (Place #3)	Chad Anderson (Mayor Pro Tem/Place #6)

Recorded votes for adoption of FY 2017-2018 Tax Rate:

Bill Webber (Place #1)	Carmen Roberts (Place #4)
Wayne Nabors (Place #2)	Mindy Koehne (Place #5)
Andy Hopkins (Place #3)	Chad Anderson (Mayor Pro Tem/Place #6)

PROPERTY TAX RATE	FY 2016-2017	FY 2017-2018
Property Tax Rate:	\$0.645000/100	\$0.645000/100
Effective Tax Rate:	\$0.603434/100	\$0.553004/100
Effective M&O Tax Rate:	\$0.423269/100	\$0.427800/100
Rollback Tax Rate:	\$0.659746/100	\$0.604520/100
Debt Rate:	\$0.221731/100	\$0.217200/100

Total debt obligation for the City of Celina secured by property taxes: \$26,874,515.

This budget will raise more total property taxes than last year's budget by \$1,761,836.00 or 32.88% and of that amount, \$909,973.00 is tax revenue to be raised from new property added to the tax roll this year.

Budget Cover Page

City of Celina Annual Budget

Adopted September 12, 2017

For the fiscal year

October 1, 2017 through September 30, 2018

City Leadership

Sean Terry	(Mayor)
Chad Anderson	(Mayor Pro Tem/Place #6)
Bill Webber	(Place #1)
Carmen Roberts	(Place #4)
Wayne Nabors	(Place #2)
Mindy Koehne	(Place #5)
Andy Hopkins	(Place #3)

Proposed and submitted by:

Jason Laumer City Manager

Prepared by:

Jay Toutounchian Director of Finance

For additional information contact:

Jay Toutounchian

Finance Department

142 N. Ohio Street

Celina, TX 75009

September 12, 2017

The Honorable Mayor and City Council,

The dynamic growth that has marked nearly the past decade in Celina continues to draw interest in the city from all over the Dallas-Fort Worth Metroplex. Our plan for the coming fiscal year is to encourage that interest, and facilitate the growth that is building Celina into a thriving urban center.

FACILITATING DEVELOPMENT

To that end, we anticipate the facilitation of several new developments—both residential and commercial—in the next fiscal year. Residential developments expected in the coming fiscal year include Buffalo Ridge, Sutton Fields, Parks at Wilson Creek, Wellspring, Green Meadows, Glenn Crossing, and Chalk Hill. In addition, commercial developments at Preston Plaza, Celina Professional Village and Ace Hardware will begin or continue into the next year, strengthening the city's sales tax revenues base. The residential expansion continues, with single-family permits expected to rise by over 25% in the coming year.

This growth requires the completion of several studies and plans to enhance clarity and customer service: the completion of the subdivision ordinance, the comprehensive city plan, the thoroughfare plan, Park Trail and Open Space Plan, Downtown Master Plan study, as well as creating development standards for the Dallas North Texas Tollway and Collin County Outer Loop overlay districts. Also, re-establishment of Multi-Family Zoning districts and creating a Multi-Family policy for the City. Update the Zoning ordinance, annexation maps, and zoning maps. Finally, staff is pursuing improvements to the Development Review process to make it easier to do business for those who build in Celina.

COMPENSATION AND STAFFING

With this expansion comes a necessary growth in staffing levels and talent to not only maintain, but also increase the City's high level of friendly service to both residential and development customers. As the City's development reaches an all-time high pace of growth, drawing professional talent has become even more important. In order to attract talent in a highly competitive market, the City has revised its compensation and class structures, and will include a market adjustment effective October 1st. These adjustments will allow Celina to continue to attract talent as the need for friendly and transparent growth management continues to accelerate.

Of particular concern for the City has been the compensation and workload of Public Safety personnel. Celina is proud of its Police and Fire Departments, who put their lives on the line every day for others. So, this budget advances Council's support of Police and Fire personnel by increasing pay and restructuring pay scales to move Public Safety salaries much closer to the region's market average, starting January of 2018. Additionally, the budget includes one firefighter to fully staff one of the Fire Department's shifts, which has operated under a staffing deficit for much of the past year. Finally, the budget funds three new positions in the Police Department to meet increased workload in the criminal investigation, patrol, and administration functions.

The growth in the City also increases the need to maintain top-notch professional service to our customers by attracting experienced, talented and happy employees. To this end, this fiscal year's budget proposes new key positions, including a Geographic Information Science (GIS) Manager, a full-

time Information Technology (IT) Manager, the newly upgraded position of Director of Human Resources, and a Building Maintenance Coordinator to keep pace with building maintenance and improvements. In the area of Development Services, the budget includes two new Building Inspectors to ensure a continued quick turnaround and excellent customer service with the mounting need for building inspections as more projects come online that require permitting. Finally, the budget adds a Development Coordinator, who will act as a liaison between the City and builders, contractors and developers and will act as a “one stop shop” for coordinating all development needs and enhancing communication between all those involved in development. Staff’s hope is that these new positions will assist current staff in continuing to be responsive in expediting the community’s development requests.

PLANNING FOR THE FUTURE

Also included in this budget is funding for planning the future growth in both City facilities and Celina’s unique gem, the historic Downtown. Regarding facilities, long-term solutions for office space needs that accompany the growth of staff remains a crucial need. Staff will research a comprehensive plan for placement and organization of City staff.

With respect to Downtown planning, the budget funds a Downtown study to begin the process of strengthening the historic Downtown district by jumpstarting development and bringing in more businesses to the historic square.

TRANSPARENCY

In addition to making doing business easier in Celina, transparency and communication is an important value in our role as an organization that serves the public. An important function this coming year will be that of our Marketing and Public Communications. As part of the effort to keep the public informed of road closures, emergencies, and important public service announcements, we have begun developing a significant online media presence, including popular social media platforms and a new city website. The improved functionality of the new website—along with our social media presence—will be a crucial part of keeping the public informed and educated about city events.

Celina continues its upward trajectory in terms of population, commercial and residential development, property values and notoriety. We hope to capture that growth to continue to shape Celina into the leading city in the North Texas region.

Sincerely,

Jason Laumer
City Manager



GENERAL FUND

102 - General Fund Summary

REVENUE	FY 2017 BUDGET (CURRENT)	ESTIMATED REVENUES AT 9-30-17	FY 2018 BUDGET REQUESTED	% CHANGE FROM FY17
TOTAL FINES & FEES	3,160,270	5,464,070	4,944,600	56%
TOTAL TAXES	4,398,568	4,750,710	5,898,545	34%
TOTAL GRANTS	0	1,570	0	0%
TOTAL CONTRIBUTIONS/DONATIONS	229,308	171,477	89,308	-61%
TOTAL INTEREST INCOME	45,500	57,000	75,725	66%
TOTAL MISCELLANEOUS REVENUE	299,130	298,594	300,500	0%
TOTAL TRANSFERS	1,458,000	492,000	1,527,000	5%
TOTAL GENERAL FUND REVENUE	9,590,776	11,235,421	12,835,678	34%

EXPENDITURES	FY 2017 BUDGET (CURRENT)	ESTIMATED EXPENDITURES AT 9-30-17	FY 2018 BUDGET REQUESTED	% CHANGE FROM FY17
LIBRARY	177,856	180,216	263,069	47.91%
GENERAL SERVICES OFFICE	283,049	344,734	331,720	17.20%
PLANNING AND DEVELOPMENT SERVICES	1,218,608	1,257,334	1,659,720	36.20%
ADMINISTRATION	1,181,193	1,414,939	1,669,979	41.38%
MUNICIPAL COURT	156,748	161,172	183,124	16.83%
FIRE AND EMS	2,058,979	2,134,935	2,645,905	28.51%
STREETS	851,546	842,421	1,118,921	31.40%
POLICE	1,786,968	1,801,340	2,730,026	52.77%
PARKS	821,567	807,168	963,907	17.33%
MARKETING	349,030	303,731	346,072	-0.85%
ENGINEERING	705,029	672,849	923,187	30.94%
NON-DEPARTMENTAL	-			
TOTAL DEPARTMENTAL EXPENDITURES	9,590,573	9,920,839	12,835,628	33.84%

REVENUE OVER (UNDER) EXPENDITURES	203	1,314,582	50	
--	------------	------------------	-----------	--

*Includes Major Equipment Fund transfers

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

102-General Fund Revenue

REVENUE	FY 2017 BUDGET (CURRENT)	ESTIMATED REVENUES AT 9-30-17	FY 2018 BUDGET REQUESTED	% CHANGE FROM FY17
FINES & FEES				
102-400-01-4020 COURT FINES	176,000	113,931	125,000	-28.98%
102-400-01-4021 COURT FINES-SECURITY	6,325	3,953	4,500	-28.85%
102-400-01-4022 COURT FINES-TECHNOLOGY	8,335	5,270	6,000	-28.01%
102-400-01-4023 COURT FINES-TIME PAY	2,035	1,586	1,500	-26.29%
102-400-01-4024 COURT FINES - DEF DISP	116,490	84,966	85,000	-27.03%
102-400-01-4025 PARK FEES	0	0	0	0.00%
102-400-01-4026 TRUANCY PREVENTION FUND	3,850	513	600	-84.42%
102-400-01-4027 CREDIT CARD FEES	9,735	13,404	15,000	54.08%
102-400-01-4028 JURY FEES	0	0	0	0.00%
102-400-01-4030 PERMITS	2,537,500	3,307,269	3,690,000	45.42%
102-400-01-4060 EMS FEES	175,000	190,658	192,000	9.71%
102-400-01-4080 DEVELOPMENT FEES	125,000	1,242,520	425,000	240.00%
102-400-01-4082 MUD1 FIRE/EMS & POLICE	0	500,000	400,000	100.00%
TOTAL FINES & FEES	3,160,270	5,464,070	4,944,600	56.46%
TAXES				
102-400-02-4010 SALES TAX	639,757	909,002	1,045,352	63.40%
102-400-02-4050 PROPERTY TAX-CURRENT	3,413,028	3,413,028	4,494,779	31.69%
102-400-02-4060 PROPERTY TAX-DELINQUEN	25,000	105,000	25,000	0.00%
102-400-02-4071 FRANCHISE TAXES - ELECTRIC	218,403	221,000	227,630	4.22%
102-400-02-4072 FRANCHISE TAXES - GAS	53,089	53,089	54,682	3.00%
102-400-02-4073 FRANCHISE TAXES - TELEPHONE	20,687	20,687	21,308	3.00%
102-400-02-4074 FRANCHISE TAXES - CABLE	21,982	21,982	22,641	3.00%
102-400-02-4075 UTILITIES PEG FEES	5,722	5,722	5,894	3.00%
102-400-02-4076 HOTEL OCCUPANCY TAX	900	1,200	1,260	40.00%
TOTAL TAXES	4,398,568	4,750,710	5,898,545	34.10%
102-400-03-4057 POLICE TRAINING GRANT	-	1,570	0	0%
102-400-03-4058 FIRE FIGHTERS TRAINING	-			
TOTAL GRANTS	-	1,570	0	100.00%
CONTRIBUTIONS/DONATIONS				
102-400-04-4057 PARK DONATIONS	-	1,000	0	100%
102-400-04-4059 FIRE DEPT DONATIONS	-	4,171	0	100%
102-400-04-4705 COUNTY LIBRARY FUNDS	14,308	14,308	14,308	0.00%
102-400-04-4711 CITY SPONSORED EVENTS	55,000	86,000	75,000	36.36%
102-400-04-4712 CITY & CHAMBER BALLOON	160,000	65,998	0	-100.00%
TOTAL CONTRIBUTIONS/DONATIONS	229,308	171,477	89,308	-61.05%

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

102-General Fund Revenue

INTEREST				
102-400-05-4800 INTEREST INCOME	45,500	57,000	75,725	66.43%
TOTAL INTEREST INCOME	45,500	57,000	75,725	66.43%
MISCELLANEOUS REVENUE				
102-400-09-4090 POLICE REPORTS	500	931	1,000	100.00%
102-400-09-4091 POLICE SEIZURES	-	1,489	0	0.00%
102-400-09-4092 COUNTY REBATE OF CHILD	8,030	8,049	8,050	0.25%
102-400-09-4093 COLLIN COUNTY FIRMAN'S	74,200	81,608	82,000	10.51%
102-400-09-4094 DENTON COUNTY FIRMAN'S	10,000	10,000	10,000	0.00%
102-400-09-4700 SALE OF FIXED ASSETS	-	39,165	0	0.00%
102-400-09-4720 PROPERTY RENTAL	-	616	0	0.00%
102-400-09-4730 PARK FACILITIES USAGE	136,000	110,850	150,500	10.66%
102-400-09-4731 PARK CONCESSION STAND	35,000	13,000	13,000	-62.86%
102-400-09-4740 HEALTH INSPECTION FEES	9,000	9,000	9,500	5.56%
102-400-09-4741 FIRE INSPECTION FEES	2,500	3,000	3,200	28.00%
102-400-09-4742 ALARM PERMIT	7,500	10,700	12,000	60.00%
102-400-09-4743 KEEP CELINA BEAUTIFUL	5,000	0	0	-100.00%
102-400-09-4850 MISCELLANEOUS INCOME	9,000	7,500	8,250	-8.33%
102-400-09-4852 LIBRARY SERVICES CONTR	2,400	2,680	3,000	25.00%
102-400-09-4853 CASH OVER/SHORT	-	5	0	0.00%
TOTAL MISCELLANEOUS REVENUE	299,130	298,594	300,500	0.46%
102-400-99-4600 TRANSFERS IN	1,458,000	492,000	1,527,000	4.73%
TOTAL TRANSFERS	1,458,000	492,000	1,527,000	
TOTAL GENERAL FUND REVENUE	9,590,776	11,235,421	12,835,678	33.83%

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

Library

102-508

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 124,444	\$ 202,252	\$ 77,808	63%
Legal & Professional	-	-	-	0%
Materials & Supplies	6,375	7,955	1,580	25%
Maintenance	8,500	8,500	-	0%
Utilities	9,875	9,875	-	0%
Other Operating Expenses	28,663	34,487	5,824	20%
Total Expenditures	\$ 177,857	\$ 263,069	\$ 85,212	48%

General Services Office

102-509

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 195,949	\$ 258,930	\$ 62,981	32%
Legal & Professional	7,750	7,750	-	0%
Materials & Supplies	7,200	6,665	(535)	-7%
Maintenance	7,125	12,500	5,375	75%
Utilities	12,800	13,300	500	4%
Other Operating Expenses	52,225	32,575	(19,650)	-38%
Total Expenditures	\$ 283,049	\$ 331,720	\$ 48,671	17%

Planning and Development Services

102-510

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 848,718	\$ 1,105,450	\$ 256,732	30%
Legal & Professional	155,000	335,000	180,000	0%
Materials & Supplies	28,950	26,650	(2,300)	-8%
Maintenance	58,810	57,000	(1,810)	-3%
Utilities	34,000	39,700	5,700	17%
Other Operating Expenses	93,130	95,920	2,790	3%
Total Expenditures	\$ 1,218,608	\$ 1,659,720	\$ 441,112	36%

Administration

102-511

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 622,941	\$ 933,751	\$ 310,810	50%
Legal & Professional	151,700	214,000	62,300	0%
Materials & Supplies	13,850	15,681	1,831	13%
Maintenance	59,418	37,700	(21,718)	-37%
Utilities	26,260	21,750	(4,510)	-17%
Other Operating Expenses	307,024	447,097	140,073	46%
Total Expenditures	\$ 1,181,193	\$ 1,669,979	\$ 488,786	41%

Municipal Court

102-512

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 104,338	\$ 108,805	\$ 4,467	4%
Legal & Professional	29,400	33,600	4,200	0%
Materials & Supplies	4,510	12,188	7,678	170%
Maintenance	8,000	8,000	-	0%
Utilities	5,350	6,756	1,406	26%
Other Operating Expenses	5,150	13,775	8,625	167%
Total Expenditures	\$ 156,748	\$ 183,124	\$ 26,376	17%

Streets and Drainage

102-514

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 378,752	\$ 529,408	\$ 150,656	40%
Legal & Professional	214,250	75,100	(139,150)	0%
Materials & Supplies	43,180	178,200	135,020	313%
Maintenance	84,320	87,000	2,680	3%
Utilities	124,960	122,500	(2,460)	-2%
Other Operating Expenses	6,084	126,713	120,629	1983%
Total Expenditures	\$ 851,546	\$ 1,118,921	\$ 267,375	31%

Parks

102-516

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 384,667	\$ 475,607	\$ 90,940	24%
Legal & Professional	55,000	90,000	35,000	0%
Materials & Supplies	119,650	105,700	(13,950)	-12%
Maintenance	73,600	62,600	(11,000)	-15%
Utilities	30,500	32,000	1,500	5%
Other Operating Expenses	158,150	198,000	39,850	25%
Total Expenditures	\$ 821,567	\$ 963,907	\$ 142,340	17%

Marketing

102-519

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 81,295	\$ 175,919	\$ 94,624	116%
Legal & Professional		-	-	0%
Materials & Supplies		3,250	3,250	100%
Maintenance		800	800	100%
Utilities		2,175	2,175	100%
Other Operating Expenses	267,735	163,928	(103,807)	-39%
Total Expenditures	\$ 349,030	\$ 346,072	\$ (2,958)	-1%

Engineering

102-520

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 535,391	\$ 627,887	\$ 92,496	17%
Legal & Professional	66,600	152,880	86,280	0%
Materials & Supplies	11,230	12,180	950	8%
Maintenance	37,100	48,620	11,520	31%
Utilities	36,624	29,880	(6,744)	-18%
Other Operating Expenses	18,084	51,740	33,656	186%
Total Expenditures	\$ 705,029	\$ 923,187	\$ 218,158	31%

Police

102-515

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 1,445,966	\$ 2,013,618	\$ 567,652	39%
Legal & Professional	65,410	99,114	33,704	0%
Materials & Supplies	48,820	81,635	32,815	67%
Maintenance	168,607	226,122	57,515	34%
Utilities	13,750	32,750	19,000	138%
Other Operating Expenses	44,415	276,787	232,372	523%
Total Expenditures	\$ 1,786,968	\$ 2,730,026	\$ 943,058	53%

Fire & EMS

102-513

Expenditures	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 1,673,594	\$ 2,130,564	\$ 456,970	27%
Legal & Professional	36,000	37,000	1,000	0%
Materials & Supplies	104,145	93,544	(10,601)	-10%
Maintenance	140,840	160,799	19,959	14%
Utilities	67,230	69,762	2,532	4%
Other Operating Expenses	37,170	154,235	117,065	315%
Total Expenditures	\$ 2,058,979	\$ 2,645,905	\$ 586,926	29%

TOTAL GENERAL FUND DEPARTMENTAL EXPENDITURES

ADOPTED FY 2017	PROPOSED FY 2018	% CHANGE
\$ 9,590,574	\$ 12,835,628	33.84%



WATER AND WASTEWATER FUND

202 - Water and Wastewater Fund Summary

REVENUE	FY 2017 BUDGET (CURRENT)	FY 2018 BUDGET REQUESTED	% CHANGE FROM FY17
TOTAL FINES & FEES	1,526,850	2,186,800	43.22%
TOTAL INTEREST INCOME	115,000	147,500	28.26%
TOTAL SALES	7,058,124	8,366,544	18.54%
TOTAL MISCELLANEOUS REVENUE	316,500	475,000	50.08%
TOTAL WATER/WASTEWATER REVENUE	9,016,474	11,175,844	23.95%

EXPENSES	FY 2017 BUDGET (CURRENT)	FY 2018 BUDGET REQUESTED	% CHANGE FROM FY17
WATER DEPARTMENT	4,653,981	4,135,883	-11.13%
WASTEWATER DEPARTMENT	3,072,873	1,992,944	-35.14%
TRASH AND RECYCLING	468,000	537,807	14.92%
UTILITY BILLING DEPARTMENT	328,187	292,259	-10.95%
WATER DEBT SERVICE DEPARTMENT	-	1,313,363	100.00%
WASTEWATER DEBT SERVICE DEPARTMENT	-	2,089,995	100.00%
NON-DEPARTMENTAL	-	527,000	100.00%
TOTAL DEPARTMENTAL EXPENSES	8,523,041	10,889,251	27.76%

REVENUE OVER (UNDER) EXPENSES	493,433	286,593	
--------------------------------------	----------------	----------------	--

*Includes transfers to Major Equipment Fund

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

Water and Wastewater Fund Revenues

REVENUE	FY 2017 BUDGET (CURRENT)	FY 2018 BUDGET REQUESTED	% CHANGE FROM FY17
FINES & FEES			
202-400-01-4027 CREDIT CARD FEES	-	50,000	0%
202-400-01-4072 WATER TOWER RENTAL FEE	58,000	65,000	12.07%
202-400-01-4230 RECONNECT/DISCONNECT F	17,000	13,000	-23.53%
202-400-01-4232 CUSTOMER SERVICE FEES	1,600	800	-50.00%
202-400-01-4235 TRANSFER FEES	1,000	1,000	0.00%
202-400-01-4240 WATER CONNECTION FEE	821,500	1,166,000	41.94%
202-400-01-4241 SEWER CONNECTION FEE	627,750	891,000	41.94%
TOTAL FINES & FEES	1,526,850	2,186,800	43.22%
INTEREST			
202-400-05-4220 PENALTIES	90,000	98,500	9.44%
202-400-05-4800 INTEREST INCOME	25,000	49,000	96.00%
TOTAL INTEREST INCOME	115,000	147,500	28.26%
SALES			
202-400-06-4200 WATER SALES	4,546,390	5,303,871	16.66%
202-400-06-4210 SEWER SALES	1,995,734	2,473,041	23.92%
202-400-06-4215 GARBAGE BILLING	516,000	589,632	14.27%
TOTAL SALES	7,058,124	8,366,544	18.54%
MISCELLANEOUS REVENUE			
202-400-09-4236 RADIO READ-METERS	294,500	440,000	49.41%
202-400-09-4850 MISCELLANEOUS INCOME	22,000	35,000	59.09%
202-400-09-4851 W / S CASH OVER (SHORT)	-	0	100%
TOTAL MISCELLANEOUS REVENUE	316,500	475,000	50.08%
TOTAL WATER & WASTEWATER REVENUE	9,016,474	11,175,844	23.95%

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

Water**202-521**

Expenses	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 544,413	\$ 742,109	\$ 197,696	36%
Legal & Professional	10,000	20,000	10,000	0%
Trash & Recycling			-	0%
Materials & Supplies	477,540	653,401	175,861	37%
Maintenance	115,890	139,000	23,110	20%
Utilities	209,460	225,000	15,540	7%
Other Operating Expenses	3,296,678	2,356,373	(940,305)	-29%
Total Expenses	\$ 4,653,981	\$ 4,135,883	\$ (518,098)	-11%

Wastewater**202-522**

Expenses	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 274,578	\$ 422,233	\$ 147,655	54%
Legal & Professional	155,000	195,000	40,000	0%
Materials & Supplies	172,775	125,000	(47,775)	-28%
Maintenance	140,620	157,500	16,880	12%
Utilities	61,060	75,000	13,940	23%
Other Operating Expenses	2,268,840	1,018,211	(1,250,629)	-55%
Total Expenses	\$ 3,072,873	\$ 1,992,944	\$ (1,079,929)	-35%

Trash & Recycling**202-523**

Expenses	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Trash & Recycling	468,000	537,807	69,807	15%
Total Expenses	\$ 468,000	\$ 537,807	\$ 69,807	15%

Utility Billing

202-524

Expenses	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Personnel	\$ 215,798	\$ 186,584	\$ (29,214)	-14%
Legal & Professional	-		-	0%
Materials & Supplies	3,750	5,650	1,900	51%
Maintenance	15,444	15,000	(444)	-3%
Utilities	22,296	16,350	(5,946)	-27%
Other Operating Expenses	70,900	68,675	(2,225)	-3%
Total Expenses	\$ 328,188	\$ 292,259	\$ (35,929)	-11%

Non-Departmental

202-500

Expenses	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Transfers		\$ 527,000	\$ 527,000	100%
Total Expenses	\$ -	\$ 527,000	\$ 527,000	100%

Debt Service

202-501 and 502

Expenses	FY 2017 Budget	FY 2018 Budget	Change from FY 2017 Budget \$ Change	Change from FY 2017 Budget % Change
Debt Service-Water		\$ 1,313,363	\$ 1,313,363	100%
Debt Service-Wastewater		2,089,995	2,089,995	100%
Total Expenses	\$ -	\$ 3,403,358	\$ 3,403,358	100%

TOTAL WATER/WASTEWATER DEPARTMENTAL EXPENDITURES

ADOPTED FY 2017	PROPOSED FY 2018	% CHANGE
\$ 8,523,042	\$ 10,889,251	27.76%

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)



DEBT SERVICE FUND

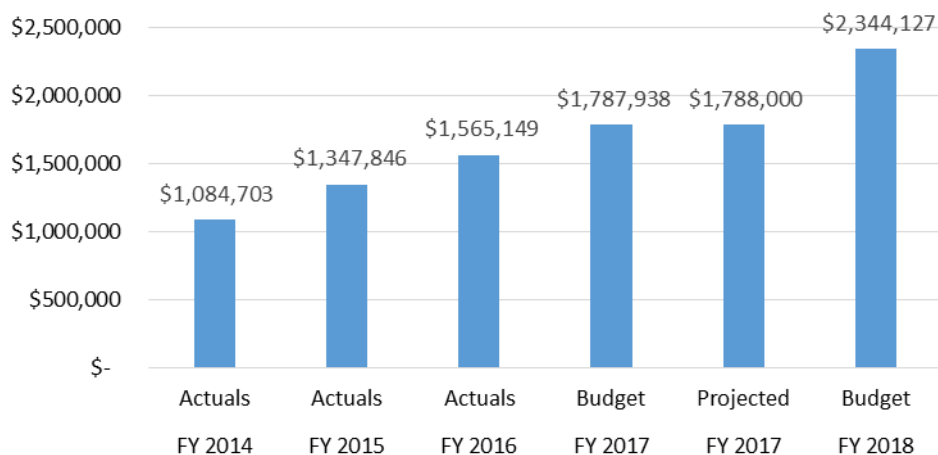
103 - Debt Service Fund

Revenues	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Property Taxes	\$ 1,880,000	\$ 2,401,511	\$ 521,511	28%	\$ 813,580
Contributions	200,000	\$ 200,000	\$ -	0%	-
Interest	12,650	\$ 13,000	\$ 350	3%	8,000
Misc Revenue	154,688		\$ (154,688)	-100%	-
Transfers		-	\$ -	0%	-
Total Revenues	\$ 2,247,338	\$ 2,614,511	\$ 367,173	16%	\$ 821,580

Expenditures	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Debt Service	\$ 1,788,000	\$ 2,344,127	\$ 556,127	31%	\$ 556,189
			-		-
Total Expenditures	\$ 1,788,000	\$ 2,344,127	\$ 556,127	31%	\$ 556,189
Revenues less Expenditures	\$ 459,338	\$ 270,384			
Beginning Fund Balance	\$ 901,523	\$ 906,516	\$ 556,127	1%	
Ending Fund Balance	\$ 1,360,861	\$ 1,176,900	\$ 1,112,254	-14%	

Debt service for water and wastewater related projects is budgeted and paid out of the Water and Wastewater Fund.

Five Year Debt Service Comparison





CAPITAL IMPROVEMENT FUNDS

[illegible]23

FIVE YEAR PLAN

DESCRIPTION	PROJECT #	PROJECT STATUS	PRIOR YRS.	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Water System		TOTAL	\$ 492,909	\$ 3,896,736	\$ 5,184,047	\$ 4,698,000	\$ 250,000	\$ 250,000	\$ 250,000
	W02	In Progress	\$ 492,909	\$ 3,517,736	\$ 790,047				
	W02	In Progress	\$	\$ 300,000					
	W05	In Progress	\$	\$ 79,000	\$ 973,000	\$ 4,448,000			
	W06	Complete			\$ 75,000				
	W07	Complete			\$ 60,000				
	W08	Complete			\$ 41,000				
	W09	In Progress			\$ 1,100,000				
	W10	Complete			\$ 120,000				
	W11	In Progress			\$ 1,250,000				
	W12	In Progress			\$ 250,000				
	W13	In Progress			\$ 525,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
								TOTAL ALL YEARS	\$ 500,000
Wastewater		TOTAL	\$ 904,480	\$ 7,661,229	\$ 4,800,506	\$ 3,053,780	\$ 500,000	\$ 500,000	\$ 500,000
	S01	In Progress	\$ 904,480	\$ 7,453,280	\$ 2,149,919	\$ 1,171,316			
	S02	In Progress	\$	\$ 207,949	\$ 759,587	\$ 682,464			
	S03	Complete			\$ 41,000				
	S04	Complete			\$ 450,000				
	S05	In Progress			\$ 900,000				
	S06	In Progress			\$ 500,000	\$ 1,200,000	\$ 500,000	\$ 500,000	\$ 500,000
TOTAL ENGINEERING & PUBLIC WORKS									
							TOTAL ALL YEARS	\$	17,919,995

[illegible]

DESCRIPTION		PROJECT #	PROJECT STATUS	PRIOR YRS.	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
CURRENT PROJECTS										
FACILITIES										
			TOTAL	\$ 992,476	\$ 2,292,850	\$ 1,081,582	\$ -	\$ -	\$ -	\$ -
	City Hall Annex Remodel (Former UMC)	B02	Complete	\$ 799,351	\$ 107,689	\$ 57,259				
	City Hall Remodel Phase 1 & 2	B03	Complete	\$ 193,125	\$ 38,558					
	Public Works Building Purchase/Remodel	B04	Complete	\$	1,762,747					
	ICS Records Management	B05	Complete	\$	49,811	\$ 49,811				
	Concrete material bins at CR 106	B06	In Progress	\$	-	\$ 92,998				
	Police Station Renovations	B07	Complete	\$	334,045	\$ 128,014				
	Public Works Building Remodel	B09	In Progress			\$ 85,000				
	City Hall/Police Station Generators	B10	In Progress			\$ 250,000				
	City Hall/Annex Renovations	B12	In Progress			\$ 325,000				
	Facilities Master Plan	B13	In Progress			\$ 93,500				
TOTAL				\$ -	\$ 1,275,630	\$ 1,216,730	\$ -	\$ -	\$ -	\$ 4,366,908
FIRE DEPARTMENT										
	Fire Engine	F03	Complete	\$	792,630	\$ 14,430				
	Ambulance Purchase	F04	Complete	\$	356,000					
	Digital Radios-Fire	F05	Complete	\$	34,000	\$ 363,000				
	Investigator Vehicle-Fire	F06	Complete	\$	93,000	\$ 4,300				
	Chief Command Truck	F07	Complete			\$ 95,000				
	Brush 2 Replacement	F08	In Progress			\$ 240,000				
	Fire Station No. 2-Design	F09	In Progress			\$ 500,000				
TOTAL					\$ 563,500				\$ 2,492,360	
PARKS AND RECREATION										
	Old Celina Park Improv-Design	P05	In Progress		\$	500,000				
	Park Truck	P06	Complete		\$	63,500				
TOTAL ALL YEARS					\$				\$	563,500

The Operating Budget is prepared annually for the operational needs of the budgeted year. The Capital Budget, also referred to as the Capital Improvement Program, is for the acquisition, expansion, or rehabilitation of infrastructure, capital assets, or productive capacity of City Services.

The Capital Improvement Program, unlike the Operating Budget, is a five-year financial plan and is updated annually. Only

those projects with expenditures during the current year of the plan are financed and adopted as part of the City's Annual Budget.

Revenues for the Capital Budget come primarily from bond sales, supplemented by development fees, grants and some current operating revenues.

All projects are listed in order of priority. Current projects "in progress" are listed as such. Projects listed as "In Discussion" are currently being identified by staff as necessary projects that need to be considered for funding.

CAPITAL IMPROVEMENTS PROJECTS MASTER LIST

[illegible]

DESCRIPTION	PROJECT #	PROJECT STATUS	PRIOR YRS.	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
DOWNTOWN DEVELOPMENT									
Downtown Development Project	N/A	In Discussion				\$ 1,500,000			
						\$ 1,500,000			
TOTAL ALL YEARS \$ 1,500,000									
FACILITIES									
Annex Renovations	N/A	In Discussion				\$ 700,000			
						\$ 700,000			
TOTAL ALL YEARS \$ 700,000									
PARKS									
Old Celina Park Lighting	N/A	In Discussion				\$ 1,000,000	\$ -	\$ 5,000,000	\$ -
Old Celina Park Expansion	N/A	In Discussion				\$ 1,000,000		\$ 5,000,000	\$ 700,000
TOTAL ALL YEARS \$ 6,000,000									
ENGINEERING & PUBLIC WORKS									
STREETS									
Glendenning Crossing	N/A	In Discussion				\$ 2,000,000			
Cedar	N/A	In Discussion				\$ 568,000			
Kentucky	N/A	In Discussion				\$ 48,000			
W Elm	N/A	In Discussion				\$ 39,000			
New Mexico	N/A	In Discussion				\$ 92,000			
E Elm	N/A	In Discussion				\$ 45,000			
Willlock Hills	N/A	In Discussion				\$ 583,000			
Preston Hills	N/A	In Discussion				\$ 514,000			
CR 97	N/A	In Discussion				\$ 166,000		\$ 2,100,000	
SH 289 Lighting	N/A	In Discussion							
CR 84	N/A	In Discussion				\$ 88,000			
1461 Bridge-City Share	N/A	In Discussion				\$ 2,600,000			

CAPITAL IMPROVEMENTS PROJECTS MASTER LIST

FIVE YEAR PLAN

WATER						
PROJECT #	PROJECT STATUS	PRIOR YRS.	FY2016	FY2017	FY2018	FY2019
N/A	TOTAL		\$ 114,000	\$ 70,000	\$ 10,971,000	\$ 7,965,000
CRPS Improvements	In Discussion		\$		\$ 2,700,000	\$ 2,800,000
DTPS Improvements	In Discussion				\$ 2,500,000	\$ 2,000,000
W05 12 MGD Water Tower Construction	In Progress				\$ 5,400,000	
Cedar	In Discussion				\$ 79,000	
Kentucky	In Discussion				\$ 73,000	
Elm	In Discussion				\$ 57,000	
Walnut	In Discussion				\$ 92,000	
Pressure Plane Modification	In Discussion				\$	175,000
Discharge Line from CRPS to RR	In Discussion				\$	1,360,000
30" and 24" Discharge Line from RR to DTPS	In Discussion				\$	960,000
W04 GIS Database Support, Hosting, Software	In Progress	\$	114,000	70,000	70,000	70,000
30" and 24" Parallel Line from DTPS to Sunset	In Discussion				\$	600,000
N/A	TOTAL		\$ -	\$ -	\$ 9,822,000	\$ 4,000,000
WASTEWATER						
Downtown WWTP Upgrade to .75 MGD	In Discussion			\$	8,500,000	
Downtown WWTP Design to .95 MGD	In Discussion			\$	350,000	
Downtown WWTP Upgrade to .95 MGD	In Discussion				\$	4,000,000
Cedar	In Discussion				\$ 240,000	
Kentucky	In Discussion				\$ 68,000	
Elm	In Discussion				\$ 51,000	
Arizona	In Discussion				\$ 63,000	
Ash	In Discussion				\$ 50,000	
I&I	In Discussion				\$ 500,000	
TOTAL WATER & WASTEWATER		\$	114,000	70,000	20,793,000	11,965,000
			TOTAL ALL YEARS			
			\$ 20,793,000	\$ 11,965,000	\$ 70,000	\$ 70,000
TOTAL WATER/WASTEWATER FUND			\$ 33,082,000			

***N/A = NOT ASSIGNED**

Capital Improvement Projects

CIP BUDGET SUMMARY

FUND #	105	106	107	108
Proposed FY 17-18	Fire Improvement	Street Construction	Roadway Impact Fees	Park Construction
BEGINNING BALANCE, 10/1/2017	\$ 1,139,680	\$ 3,239,261	\$ 263,457	\$ 400,000
REVENUES				
Bond Sale Proceeds				
Contributions & Other				
Fees				
Interest Income	3,000	40,000		
Intergovernmental				
Transfers				
TOTAL REVENUES	\$ 3,000	\$ 40,000	\$ -	\$ -
EXPENDITURES				
Project Appropriations	500,000	400,000		
Transfers				
Other CIP Costs				
TOTAL EXPENDITURES	\$ 500,000	\$ 400,000	\$ -	\$ -
ENDING BALANCE, 9/30/2018	\$ 642,680	\$ 2,879,261	\$ 263,457	\$ 400,000

CIP BUDGET SUMMARY (CONT.)

109	111	205	206	208	
Parkland Fees	Facilities Improvement	Utility Construction	Utility Impact Fee	Stormwater Drainage Fee	Total
900,805	\$ 739,809	8,782,258	\$ 1,127,446	298,805	16,891,521
				330,000	330,000
	1,000	70,000	\$ 25,000	700	139,700
		-			
\$ -	\$ 1,000	\$ 70,000	\$ 25,000	330,700	\$ 469,700
	575,000	7,250,000		315,000	\$ 9,040,000
\$ -	\$ 575,000	\$ 7,250,000	\$ -	315,000	\$ 9,040,000
\$ 900,805	\$ 165,809	\$ 1,602,258	\$ 1,152,446	314,505	\$ 8,321,221

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

FIRE IMPROVEMENT FUND**105**

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Bond Sale Proceeds			\$ 1,676,000		\$ 835,000	
Developer Contributions						
Interest Income			\$ 329		\$ 3,400	3,000
Other Income					\$ 595,400	
Transfers						
TOTAL REVENUES	\$ -	\$ -	\$ 1,676,329	\$ -	\$ 1,433,800	\$ 3,000
EXPENSES						
Project Appropriations			\$ 1,283,043		\$ 687,406	500,000
Transfers	-					
Other CIP Costs						
TOTAL EXPENDITURES		\$ -	\$ 1,283,043	\$ -	\$ 687,406	\$ 500,000
NET INCOME	-		\$ 393,286	\$ -	\$ 746,394	\$ (497,000)
BEGINNING FUND BALANCE			\$ -	\$ 393,286	\$ 393,286	\$ 1,139,680
ADJUSTMENTS	-					
ENDING FUND BALANCE	\$ -	\$ -	\$ 393,286	\$ 393,286	\$ 1,139,680	\$ 642,680

The Fire Improvement Fund is used to account for financing the renovation, acquisition or construction of facilities or equipment for fire protection.

The Fire Improvement Fund was created during FY 2015-2016. Prior years are shown in the Capital Projects Fund Summary.

The Fire Improvement Fund has no staffing at this time.

FY 2018 Project Appropriations are current projects that are continuing on from FY 2017. Projects shown as "In Discussion" in the CIP 5 Year Plan are not included in this line until they are approved and if a bond issuance occurs.

STREET CONSTRUCTION FUND

106

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Bond Sale Proceeds						
Roadway Fees			977,002			
Interest Income			39,425	\$ 25,000	\$ 42,000	40,000
Other Income			145,950			
Transfers			292,000			
TOTAL REVENUES	\$ -	\$ -	\$ 1,454,377	\$ 25,000	\$ 42,000	\$ 40,000
EXPENSES						
Project Appropriations			2,038,560	951,893	2,062,000	400,000
Transfers	-					
Other CIP Costs						
TOTAL EXPENDITURES	\$ -	\$ -	\$ 2,038,560	\$ 951,893	\$ 2,062,000	\$ 400,000
NET INCOME	-	-	(584,183)	(926,893)	(2,020,000)	
BEGINNING FUND BALANCE			\$ 5,843,444	\$ 5,259,261	\$ 5,259,261	3,239,261
ADJUSTMENTS	-					
ENDING FUND BALANCE	\$ -	\$ -	\$ 5,259,261	\$ 4,332,368	\$ 3,239,261	3,239,261

Fund 106, is used to account for the acquisition or construction of streets projects being financed through bond proceeds, grants, or transfers from other funds.

The Street Construction Fund was created during FY 2015-2016. Prior years are shown in the Capital Projects Fund Summary.

The Street Construction Fund has no staffing at this time.

Ending Fund Balance amount is an amount set aside for CIP Projects according to that year's bond issue, which have not yet started.

There was no original budget for this fund since it was created in mid year FY 2016.

FY 2018 Project Appropriations are current projects that are continuing on from FY 2017. Projects shown as

"In Discussion" in the CIP 5 Year Plan are not included in this line until they are approved and if a bond issuance occurs.

ROADWAY IMPACT FEES

107

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Contributions/Impact Fees			24,757		238,000	
Interest Income					700	
Transfers						
TOTAL REVENUES	\$ -	\$ -	\$ 24,757	\$ -	\$ 238,700	\$ -
EXPENSES						
Transfers to Street Construction Fund	-		-	-	-	
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET INCOME	-	\$	24,757	\$ -	\$ 238,700	\$ -
BEGINNING FUND BALANCE		\$	-	\$ 24,757	\$ 24,757	\$ 263,457
ADJUSTMENTS	-					
ENDING FUND BALANCE	\$ -	\$ -	\$ 24,757	\$ 24,757	\$ 263,457	\$ 263,457

The Roadway Impact Fees Fund is used to account for fees paid by developers for construction of streets under the Roadway Impact Fee Ordinance.

The Roadway Impact Fees Fund was created during FY 2015-2016. Prior years are shown in the General Fund. The City takes a conservative approach and does not budget for Roadway Impact Fees.

This fund was created in mid year FY 2016.

PARK CONSTRUCTION FUND**108**

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Bond Sale Proceeds					475,000	
Developer Contributions						
Interest Income						
Intergovernmental Transfers						
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -	\$ 475,000	\$ -
EXPENSES						
Project Appropriations				-	75,000	
Transfers	-					
Other CIP Costs						
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ 75,000	\$ -
NET INCOME	-	-	-	-	400,000	
BEGINNING FUND BALANCE	-	\$ -	\$ -	\$ -	\$ -	\$ 400,000
ADJUSTMENTS	-	\$ -	-			
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000

Fund 108, Parks Construction Fund is used to account for the acquisition of park land or construction of park projects.

The Parks Construction Fund was created during FY 2015-2016. Prior years are shown in the Capital Projects Fund Summary.

There was no original budget for this fund since it was created in mid year FY 2016.

The Park Construction Fund has no staffing at this time.

109

PARK FEES FUND

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Bond Sale Proceeds			-			
Developer Contributions			2,008,809		875,000	
Interest Income			13,871		25,000	
Intergovernmental			500,000			
Transfers						
TOTAL REVENUES	\$ -	\$ -	\$ 2,522,680	\$ -	\$ 900,000	\$ -
EXPENSES						
Project Appropriations			2,326,875			
Transfers	-					
Other CIP Costs					\$ 195,000	
TOTAL EXPENDITURES		\$ -	\$ 2,326,875	\$ -	\$ 195,000	\$ -
NET INCOME	-	-	195,805	-	705,000	
BEGINNING FUND BALANCE	-	\$ -	\$ -	\$ 195,805	\$ 195,805	\$ 900,805
ADJUSTMENTS	-	\$ -				
ENDING FUND BALANCE	\$ -	\$ -	\$ 195,805	\$ 195,805	\$ 900,805	\$ 900,805

Fund 109 is used to account for any developer contributions and other non recurring revenue sources for the use of park related projects.

The City takes a conservative approach and does not budget for Park Fees.

Prior years are found under the General Fund budget.

FACILITIES IMPROVEMENT FUND

111

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Bond Sale Proceeds			1,856,998		658,000	
Interest Income			4,022	200	1,700	1,000
Intergovernmental Transfers					\$ 93,500	
TOTAL REVENUES	\$ -	\$ -	\$ 1,861,020	\$ 200	\$ 753,200	\$ 1,000
EXPENSES						
Project Appropriations			2,292,850	106,000	560,000	575,000
Transfers	-		199,978			
Other CIP Costs						
TOTAL EXPENDITURES		\$ -	\$ 2,492,828	\$ 106,000	\$ 560,000	\$ 575,000
NET INCOME	-	-	(631,808)	(105,800)	193,200	(574,000)
BEGINNING FUND BALANCE			\$ 1,178,417	\$ 546,609	\$ 546,609	739,809
ADJUSTMENTS	-					
ENDING FUND BALANCE	\$ -	\$ -	\$ 546,609	\$ 440,809	\$ 739,809	165,809

The Facilities Improvement Fund is used to account for the financing and renovation or construction of City buildings. Proceeds are primarily from the sale of General Obligation Bonds, Certificates of Obligation Bonds and non-recurring revenue sources.

The Facilities Improvement Fund was created during FY 2015-2016. Prior years are shown in the Capital Projects Fund Summary.

This fund has no staffing at this time.

FY 2018 Project Appropriations are current projects that are continuing on from FY 2017. Projects shown as "In Discussion" in the CIP 5 Year Plan are not included in this line until they are approved and if a bond issuance occurs.

205 – Utility Construction Fund

INCOME STATEMENT	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Bond Sale Proceeds			\$ 22,177,441	\$ 21,764,000	\$ 5,112,000	
Misc Income			1,466	-	380,000	
Interest Income*				70,848	70,000	70,000
Intergovernmental			-	-		
Transfers from Other Funds			-	-		
TOTAL REVENUES	\$ -	\$ -	22,178,907	\$ 21,834,848	\$ 5,562,000	70,000
EXPENSES						
Project Appropriations			11,341,902	9,986,548	9,226,250	7,250,000
Transfers			2,054,747			
Other CIP Costs			-			
TOTAL EXPENSES	\$ -	\$ -	13,396,649	\$ 9,986,548	\$ 9,226,250	\$ 7,250,000
NET INCOME	-	-	8,782,258	11,848,300	(3,664,250)	(7,180,000)
BEGINNING CASH & INVESTMENTS	-	-		\$ 8,782,258	\$ 8,782,258	\$ 8,782,258
ADJUSTMENTS	-	-				
ENDING CASH & INVESTMENTS	\$ -	\$ -	8,782,258	20,630,558	5,118,008	1,602,258

Fund 205, is used to account for the acquisition or construction of utility projects being financed through bond proceeds, grants, or transfers from other funds.

The Utility Construction Fund was created during FY 2015-2016. Prior years are shown in the Capital Projects Fund.

***Interest Income is reported in the Water/Wastewater Fund financials**

There was no original budget for this fund since it was included in the Water/Sewer Capital Projects Fund.

The Utility Construction Fund has no staffing at this time.

FY 2018 Project Appropriations are current projects that are continuing on from FY 2017. Projects shown as "In Discussion" in the CIP 5 Year Plan are not included in this line until they are approved and if a bond issuance occurs.

Ending Cash & Investments amount is an amount set aside for CIP Projects according to that year's bond issue that have not yet started.

206 – Utility Impact Fees Fund

	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
INCOME STATEMENT						
REVENUES						
Developer Contributions			800,100			
Impact Fees			1,366,400		1,200,000	
Interest Income			11,960		25,000	25,000
Intergovernmental Transfers			\$ 509,978			
TOTAL REVENUES	\$ -	\$ -	\$ 2,688,438	\$ -	\$ 1,225,000	\$ 25,000
EXPENSES						
Project Appropriations Transfers	-					
Other CIP Costs			2,029,671		2,045,100	
TOTAL EXPENSES		\$ -	\$ 2,029,671	\$ -	\$ 2,045,100	\$ -
NET INCOME	-	-	658,767	-	(820,100)	25,000
BEGINNING CASH & INVESTMENTS	-	\$ -	\$ 1,288,779	\$ 1,947,546	\$ 1,947,546	\$ 1,127,446
ADJUSTMENTS	-	\$ -				
ENDING CASH & INVESTMENTS	\$ -	\$ -	\$ 1,947,546	\$ 1,947,546	\$ 1,127,446	\$ 1,152,446

The Utility Impact Fees Fund is used to account for utility impact fees paid by developers and used specifically for utility capital projects.

The Utility Impact Fees Fund was created during FY 2015-2016. Prior years are shown in the Utility CIP Fund.
The City takes a conservative approach and does not budget for Utility Impact Fees.
The Utility Impact Fees Fund is included in the Water/Sewer Fund financials section of the CAFR.

208 – Stormwater Drainage Fund

INCOME STATEMENT	Actual FY13-14	Actual FY14-15	Actual FY15-16	Original FY16-17	EOY Estimate FY16-17	Proposed FY17-18
REVENUES						
Stormwater Fees			126,978	299,000	325,000	330,000
Interest Income			220	200	700	700
Intergovernmental Transfers						
TOTAL REVENUES	\$ -	\$ -	\$ 127,198	\$ 299,200	\$ 325,700	\$ 330,700
EXPENSES						
Project Appropriations			8,370	250,000	145,000	315,000
Transfers	-					
Other CIP Costs			723			
TOTAL EXPENSES	\$ -	\$ -	\$ 9,093	\$ 250,000	\$ 145,000	\$ 315,000
NET INCOME	-	-	118,105	49,200	180,700	15,700
BEGINNING CASH & INVESTMENTS	-	-	-	118,105	118,105	298,805
ADJUSTMENTS	-	-				
ENDING CASH & INVESTMENTS	\$ -	\$ -	\$ 118,105	\$ 167,305	\$ 298,805	314,505

The Stormwater Drainage Fees Fund was created during FY 2015-2016. This is the first year the City began collecting these fees. They are collected along with customers' water and sewer charges.

This is a restricted fund that can be utilized for specific utility drainage projects.



OTHER GOVERNMENTAL FUNDS

113 - Major Equipment Replacement Fund

Revenues	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Transfers In from GF			\$ -		\$ 544,945	\$ 544,945	100%	544,945
Transfers In from Water/Sewer Fund				-	226,834	226,834	100%	226,834
Interest Income		1,419		5,400	6,900	1,500	28%	6,900
Fire and Police Fees		670,880		560,000	-	(560,000)	-100%	-
Sale of Fixed Assets						-	0%	-
Total Revenues	\$ -	\$ 672,299	\$ -	\$ 565,400	\$ 778,679	\$ 213,279	0%	\$ 771,779

Expenditures	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	Budget/Projected \$ Change	Budget/Projected % Change	Change from FY 2017 Budget
Police Equip/Vehicles			\$ 170,000	\$ 133,000	\$ 83,660	(49,340)	-37%	(86,340)
Fire Equipment			235,000	217,000	-	(217,000)	-100%	(235,000)
Parks Equipment			-	-	-	-	0%	-
Streets Equipment/Vehicles			-	-	85,000	85,000	100%	85,000
Facilities-Roof Repairs			-	-	183,215	183,215	100%	183,215
Water			-	-	160,000	160,000	100%	160,000
Wastewater			-	-	80,000	80,000	100%	80,000
Other Expenses		8,029						
Total Expenditures	\$ -	\$ 8,029	\$ 405,000	\$ 350,000	\$ 591,875	\$ 241,875	69%	\$ 186,875
Revenues less Expenditures	\$ -	\$ 664,270	\$ (405,000)	\$ 215,400	\$ 186,804			
Beginning Fund Balance	-	\$ -	\$ 664,270	664,270	\$ 879,670	(215,400)	32%	
Other Financing Sources (Uses)								
Ending Fund Balance	\$ -	\$ 664,270	\$ 259,270	\$ 879,670	\$ 1,066,474	(186,804)	21%	

The Major Equipment Replacement Fund is used to account for capital replacements, including vehicles and equipment. The source of funding is from inter fund charges based on replacement cost and useful life. This fund was created during FY 2016.

Major Budget Items:

24 ft. Tandem Trailer	\$	27,000	Streets
Steel Wheel Roller	\$	58,000	Streets
Police Vehicle	\$	67,660	Police
Police-Video Server	\$	16,000	Police
Ford F750 DB*	\$	125,000	Water
Chevy C1500 CC SWB*	\$	35,000	Water
Ford F250 EC UB*	\$	80,000	Sewer
Facilities-Roof Repairs			
Annex/Council Chamber	\$	39,950	
City Hall	\$	41,705	
Library	\$	38,231	
Police	\$	39,450	
Senior Center	\$	23,879	
	\$	183,215	

Total-All Departments **\$ 591,875**

**or equivalent vehicle*

120 - Capital Acquisition Fund

120

Fund: Capital Acquisition Fund

Revenues	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Transfers In from GF	\$ -		\$ 875,652	\$ 875,652	0%	875,652
				\$ -		-
Interest Income			6,000	\$ 6,000	0%	6,000
				\$ -		-
Total Revenues	\$ -	\$ -	\$ 875,652	\$ 875,652	0%	\$ 875,652

Expenditures	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	Budget/Projected \$ Change	Budget/Projected % Change	Change from FY 2017 Budget
Equipment			\$ 219,332	\$ 219,332	0%	\$ 219,332
Vehicles			266,320	266,320	0%	266,320
Other Capital Outlay			390,000	390,000	0%	390,000
				-		-
				-		-
Total Expenditures	\$ -	\$ -	\$ 875,652	\$ 875,652	100%	\$ 875,652
Revenues less Expenditures	\$ -	\$ -	\$ -			

The Capital Acquisition Fund was established as a reserve fund for future capital and smaller infrastructure needs.

The FY 2018 Budget establishes the Capital Acquisition Fund with a General Fund transfer of \$2.9M to hold reserve fund amounts for that purpose.

Fund 120 is a fund classified as "Restricted for Capital Projects" in the City's financial audit.

Major Budget Items:

- | | |
|---|--|
| <ul style="list-style-type: none"> a. LASERFICHE b. 2 VEHICLES (NEW FTE) c. 2 VEHICLES d. CAPITAL OUTLAY e. TRAFFIC LIGHT/PRESTON RD f. EQUIPMENT g. SKID STEER EQUIPMENT h. 2 FULLY EQUIP. VEHICLES i. EQUIPMENT j. INSPECTOR TRUCK k. IT INFRASTRUCTURE UPGRADES | <ul style="list-style-type: none"> a. Continue the implementation of a Laserfiche technology for the City. b. Development Services-two new inspectors will need two vehicles. c. Administration is adding a Building Maintenance Technician who will need a vehicle to go to and from City buildings. A car is being requested for City Hall to use for a variety of purposes. d. Incode software migration to the latest version for the entire City and other necessary capital outlay. e. A traffic light is needed at Preston Road for the Fire Department's use. f. Fire Department needs cardiac monitors, bunker gear and an ATV g. Streets Department is in need of this equipment. h. Two fully equipped police vehicles for new officers. i. Portables and body cam equipment. j. Vehicle for new Construction Inspector. k. IT upgrades (server, other IT needs) |
|---|--|

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

207- Special Assessment Revenue Fund

Revenues	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Special Assessments									-
Contributions			205,714	287,797	287,797	555,175	\$ 267,378	93%	267,378
Interest			100		100	250	\$ 150	150%	250
Total Revenues	\$ -	\$ -	\$ 205,814	\$ 287,797	\$ 287,897	\$ 555,425	\$ 267,528	93%	\$ 267,628

Expenditures	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2017 Budget	Budget/Projected \$ Change	Budget/Projected % Change	Change from FY 2016 Budget
Miscellaneous Expense							\$ -	0%	\$ -
Transfers			205,714	287,797	287,797	555,175	267,378	0%	349,461
Total Expenditures	\$ -	\$ -	\$ 205,714	\$ 287,797	\$ 287,797	\$ 555,175	\$ 267,378	100%	\$ 349,461
Revenues less Expenditures	\$ -	\$ -	\$ 100	\$ -	\$ 100	\$ 250			
Beginning Fund Balance			\$ -	\$ 100	\$ 100	\$ 100	\$ -	0%	
Ending Fund Balance	\$ -	\$ -	\$ 100	\$ 100	\$ 200	\$ 350	\$ (250)	0%	

The Special Assessment Revenue Fund is a new fund that was created in FY 2016 to account for special assessments levied upon and collected on real property within the City's Public Improvement Districts (PIDs).

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

302 – Tax Increment Reinvestment Zone #2-Creeks of Legacy

Revenues	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Property Taxes		-	160,248	\$ 160,248	100%	160,248
Interest Income		105	200	\$ 95	90%	200
				\$ -		-
Total Revenues	\$ -	\$ -	\$ 160,248	\$ 160,248	0%	\$ 160,248

Expenditures	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Tax Payments		-	76,326	76,326	100%	76,326
Transfer to General Fund			83,922	83,922	0%	83,922
Total Expenditures	\$ -	\$ -	\$ 160,248	\$ 160,248	100%	\$ 160,248
Revenues less Expenditures	\$ -	\$ -	\$ -			
Beginning Fund Balance			\$ -	\$ -	0%	
Other Financing Sources (Uses)						
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	0%	

The primary source of funding for the TIRZ 2-Creeks of Legacy Fund is from property taxes collected in the TIRZ 2 zone.
The purpose of this fund is to account for revenues collected, and provide a specific funding source.

303 – Tax Increment Reinvestment Zone #3-Lilyana

Revenues	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Property Taxes		-	26,570	\$ 26,570	100%	26,570
Interest Income				\$ -		-
				\$ -	0%	-
Total Revenues	\$ -	\$ -	\$ 26,570	\$ 26,570	0%	\$ 26,570

Expenditures	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Tax Payments		-	18,599	18,599	100%	18,599
Transfer to General Fund			7,971	7,971	100%	7,971
Total Expenditures	\$ -	\$ -	\$ 26,570	\$ 26,570	100%	\$ 26,570
Revenues less Expenditures	\$ -	\$ -	\$ -			
Beginning Fund Balance			\$ -	\$ -	0%	
Other Financing Sources (Uses)						
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	0%	

The primary source of funding for the TIRZ 3- LILYANA Fund is from property taxes collected in the TIRZ 3 zone.
The purpose of this fund is to account for revenues collected, and provide a specific funding source.

304 – Tax Incrementment Reinvestment Zone #4-Sutton Fields

Revenues	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Property Taxes		-	6,258	\$ 6,258	100%	6,258
Interest Income				\$ -	0%	-
				\$ -	0%	-
Total Revenues	\$ -	\$ -	\$ 6,258	\$ 6,258	0%	\$ 6,258

Expenditures	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	Budget/Projected \$ Change	Budget/Projected % Change	Change from FY 2017 Budget
Tax Payments		-	2,043	2,043	100%	2,043
Transfer to General Fund			4,215	4,215	100%	4,215
Total Expenditures	\$ -	\$ -	\$ 6,258	\$ 6,258	100%	\$ 6,258
Revenues less Expenditures	\$ -	\$ -	\$ -			
Beginning Fund Balance			\$ -	\$ -	0%	
Other Financing Sources (Uses)						
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	0%	

The primary source of funding for the TIRZ 4 SUTTON FIELDS Fund is from property taxes collected in the TIRZ 4 zone.
The purpose of this fund is to account for revenues collected, and provide a specific funding source.

112 - Main Street Fund

Fund: Main Street

Account Group: 112-517

Revenues	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Special Events	\$ 22,750	\$ 22,750	\$ 22,750	\$ -	0%	\$ -
Golf Tournament	42,000	41,500	45,000	3,500	8%	3,000
Interest		100	60	(40)	-40%	60
Transfers In		880	-	(880)	-100%	-
Total Revenues	\$ 64,750	\$ 65,230	\$ 67,810	\$ 3,460	100%	\$ 3,060

Expenditures	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	Budget/Projected \$ Change	Budget/Projected % Change	Change from FY 2017 Budget
Personnel	\$ 3,500	\$ 1,550	\$ 3,500	\$ 1,950	126%	\$ -
Legal & Professional	-	-	-	-	0%	-
Materials & Supplies	2,250	1,250	1,750	500	40%	(500)
Maintenance	2,500	2,500	2,500	-	0%	-
Utilities	2,258	2,930	2,750	(180)	-6%	492
Other Operating Expenses	56,085	54,215	55,585	1,370	3%	(500)
Total Expenditures	\$ 66,593	\$ 62,445	\$ 66,085	\$ 3,640	100%	\$ (508)

Key Points of FY 2018 Proposed Budget

The Main Street Manager's salary and benefits is funded by the General Fund and is reported in the Marketing department of the GF.

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

Celina Economic Development Corporation

Account Group:

518

Revenues	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Sales Tax	\$ 250,855	\$ 300,895	\$ 365,202	\$ 319,848	\$ 444,743	\$ 500,000	\$ 55,257	12%	180,152
Interest	1,266	1,409	1,897	1,500	1,500	1,950	\$ 450	30%	450
Other Revenues	5,200	934	13,150	-	-		\$ -	0%	-
Total Revenues	\$ 257,321	\$ 303,238	\$ 380,249	\$ 321,348	\$ 446,243	\$ 501,950	\$ 55,707	100%	\$ 180,602

Expenditures	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Personnel	\$ 123,263	\$ 127,753	\$ 128,933	\$ 157,839	\$ 150,711	\$ 150,262	\$ (449)	-0.30%	(7,577)
Legal & Professional	18,039	9,232	8,070	17,500	6,200	4,000	\$ (2,200)	-35%	(13,500)
Materials & Supplies	2,337	2,148	2,218	725	725	725	\$ -	0%	-
Maintenance	10,325	2,783	694	2,500	4,000	3,000	\$ (1,000)	-25%	500
Utilities	2,199	2,242	2,201	6,075	4,239	5,225	\$ 986	23%	(850)
Other Expenses	58,915	84,819	137,726	97,425	165,295	31,040	\$ (134,255)	-81%	(66,385)
Total Expenditures	\$ 215,078	\$ 228,977	\$ 279,842	\$ 282,064	\$ 331,170	\$ 194,252	\$ (136,918)	-41%	\$ (87,812)
Net Income	\$ 42,243	\$ 74,261	\$ 100,407	\$ 39,284	\$ 115,073	\$ 307,698			

Celina Community Development Corporation

Revenues	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Sales Tax	\$ 203,957	\$ 300,895	\$ 365,202	\$ 319,879	\$ 444,743	\$ 500,000	\$ 55,257	12%	180,121
Interest	937	2,285	2,627	1,200	1,500	1,500	\$ -	0%	300
Total Revenues	\$ 204,894	\$ 303,180	\$ 367,829	\$ 321,079	\$ 446,243	\$ 501,500	\$ 55,257	12%	\$ 180,421

Expenditures	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Actuals	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	FY 2018 Budget/Projected \$ Change	FY 2018 Budget/Projected % Change	Change from FY 2017 Budget
Transfers Out	\$ 142,723	\$ 285,444	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	0%	-
Total Expenditures	\$ 142,723	\$ 285,444	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	0%	\$ -
Net Income	62,171	17,736	167,829	121,079	246,243	301,500			

Attachment: FY 2018 Proposed Budget Edits (Budget Adoption)

FY 2017-2018 Approved New FTEs

<u>Dept.</u>	<u>Position</u>	<u>Qty.</u>
Library	Youth Service Librarian	1
General Svcs	HR Director	1
Development Svcs.	Building Inspector	2
	Planning Manager	1
	Development Coordinator	1
	GIS Analyst	1
	(shared with PW and Engineering Departments)	
Administration	IT Manager	1
	Building Svcs Coordinator	1
Fire/EMS	Fire Fighter/Paramedic	1
Police	Police Officers	3
Parks	<u>Irrigation Tech</u>	<u>1</u>
	Total General Fund	14
Water Dept.	Senior Crew Leader	1
	Equipment Operator	1
	Water Technician	1
Wastewater Dept.	Equipment Operator	2
Utility Billing	UB Supervisor	1
	<u>Utility Clerk</u>	<u>1</u>
	Total Waster/Wastewater	7



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Ratify Property Tax Increase

Action Requested:

Consider and act upon ratification of a property tax rate increase reflected in the FY2017/2018 budget.
(Roll Call) (Toutounchian)

Background Information:

This action is a required step in the adoption of the annual budget when more revenue will be raised than the previous year.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutouchian, Finance Director
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: 2017 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, 2017, and ending September 30, 2018, and for each fiscal year thereafter until otherwise provided, at a rate of \$.645 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the city; this tax rate will raise more taxes for maintenance and operations than last year's tax rate; the tax rate will effectively be raised by 17.88 % and will raise taxes for maintenance and operations on a \$100,000.00 home by approximately \$4.53. (Roll Call) (Toutouchian)

Background Information:

This action sets the 2017 Ad Valorem tax rate in support of the adopted FY 2017/2018 budget.

Board Review/Citizen Input:

Two public hearings were held in compliance with the Texas Tax Code on August 22, 2017 and August 30, 2017.

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2017-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$.645 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; THE TAX RATE WILL EFFECTIVELY BE RAISED BY 17.88% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.53; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATION AND MAINTENANCE EXPENSES AND INDEBTEDNESS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION BY THE COLLIN AND DENTON COUNTY TAX ASSESSOR/COLLECTOR; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (the "City") hereby finds that the tax for the fiscal year beginning October 1, 2017 and ending September 30, 2018, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council has approved on the 12th day of September, 2017, the budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018; 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 providing 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
APPROVING THE TAX RATE AND LEVY**

There is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2017, and ending September 30, 2018, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Celina, Texas, and not exempted by the Constitution of the State, valid State laws or this ordinance, a tax of \$.645 on each One Hundred Dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows:

(A) For the purpose of defraying the maintenance and operation expenses of the municipal government of the City, a tax of \$0.4278 on each One Hundred Dollars (\$100.00) assessed value of all taxable property; and

(B) For the purpose of the payment of principal and interest on the debt of the City, a tax of \$0.2172 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.

SECTION 2

DUE DATE AND DELINQUENCY DATE

All ad valorem taxes shall become due and payable on October 1, 2017, and all ad valorem taxes shall become delinquent after January 31, 2018. There shall be no discount for payment of taxes on or prior to January 31, 2018. A delinquent tax shall incur all penalty and interest authorized by law, Section 33.01 of the Texas Property Tax Code, as amended, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month the tax is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that become delinquent on or after February 1, 2018, but not later than May 1, 2018, that remain delinquent on July 1, 2018, incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty and interest due; however, taxes that become delinquent on or after June 1, 2018 under Section 31.03, 31.031, 31.032, or 31.04 of the Texas Property Tax Code incur an additional penalty of fifteen percent (15%). Such additional penalties are to defray the costs of collection due pursuant to the contract with the City's attorney authorized by Section 6.30 of the Texas Property Tax Code, as amended.

SECTION 3

TAX ASSESSOR/COLLECTOR

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
PENALTY AND INTEREST

All delinquent taxes shall bear interest as provided by State law, in addition to the penalties set forth herein.

SECTION 5
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 the 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 6
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 ad valorem taxes, 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 7
SEVERABILITY

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

SECTION 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 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.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day of September, 2017.

Sean Terry, Mayor

Vicki Faulkner, City Secretary

City Attorney

Attachment: 2017- 2017 Ad Valorem Tax Rate (Ad Valorem Tax Rate)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Unified Monument Sign Ordinance Amendment

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations; Article 3.07, Signs; Section 3.07.018 Signs Allowed - permit required, to amend the City's Unified Development Monument Signs regulations. (Unified Monument Sign Ordinance Amendment) (Liebman)

Background Information:

Currently, Unified Development Monument Signs are only allowed for developments that contain multiple tenants at the same location. The minimum size of our Unified Development Monument Signs is the same as our single tenant monument signs. This has created situations where signs accommodating multiple tenants are not large enough to be adequately seen while driving on high traffic thoroughfares.

Staff is proposing changes that will increase the base size of multi-tenant monument signs throughout the City from sixty (60) to eighty (80) square feet, and allowing them to increase in size up to 120 square feet. Additionally staff is proposing that multi-tenant monument signs along the Dallas North Tollway and Collin County Outer Loop Corridors be increased to 240 square feet and twenty feet in height.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the ordinance amendment at the August 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval as presented.

**CITY OF CELINA, TEXAS
ORDINANCE 2017-____
UNIFIED DEVELOPMENT MONUMENT SIGN AMENDMENT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, PROVIDING A COMPREHENSIVE REVISION OF THE CITY'S SIGN ORDINANCE BY AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 3: BUILDING REGULATIONS, ARTICLE 3.07: SIGNS, SECTION 3.; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City 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, Chapter 216 of the Texas Local Government Code, empowers a municipality to establish regulations pertaining to signs within its incorporated boundaries and its extraterritorial jurisdiction.

WHEREAS, the City Council, has determined that adjusting the City's sign standards will provide flexibility to both our residents and developers, while promoting an aesthetically pleasing environment; and

WHEREAS, the City Council, has determined that adjusting the City's sign standards is necessary to promote responsible land and economic development, and to protect the public health and safety.

WHEREAS, Ordinance No. 2014-17 now codified as article 3.07.018 in the City's Code of Ordinances set forth certain rules regarding Unified Development Monument Signs (UDMS);

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**

Attachment: Sign Amendment Ordinance (UDMS) (Unified Monument Sign Ordinance Amendment)

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

SECTION 3 **AMENDMENTS**

ARTICLE 3.07 SIGNS

- 3.01 That the Celina Code of Ordinances, Chapter 3: Building Regulations; Article 3.07: Signs; Section 3.07.018(15), “Monument (Unified Development) Sign (UDMS)” shall be amended to read as follows:

Section 14.05.125 Mechanical Screening Required

1. All roof-mounted equipment including, but not limited to, fans, vents, air conditioning units and cooling towers shall be screened by a parapet wall or other method of screening approved by the Director of Development Services or their Designee so as not to be visible at ground level from adjacent properties and/or public rights-of-way, including elevated thoroughfare sections.
 - a.) Overall screening height shall be the height of the highest element of roof-mounted equipment.
 - b.) The outside of the screening device, if independent of the building facade, shall be painted or otherwise finished in a similar color to the color of the building facade, trim, or roof surface, whichever color is more effective in minimizing the visibility of the equipment and screen from ground level.
 2. All wall-mounted and ground-mounted equipment and appliances including, but not limited to, fans, vents, air conditioning units and cooling towers, shall be adequately screened from view from public streets and adjoining properties.
- 3.02 All other articles, chapters, sections, paragraphs, sentences, phrases, charts, definitions and words are not amended but are hereby ratified and affirmed.

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. This Ordinance shall not repeal or replace section 3.07.004 in any respect but said section and the amortization timetable therein are hereby ratified and affirmed.

SECTION 5 **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 sign regulations which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but 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 whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 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 ____th day of September , 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Sign Amendment Ordinance (UDMS) (Unified Monument Sign Ordinance Amendment)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: Mustang Lakes Phase 2A Final Plat

Action Requested:

Consider and act upon a Final Plat for Mustang Lakes Phase 2A, being a ± 58.98 acre tract of land, situated in the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, west of FM 2478, south of Choate Parkway, and east of CR 86, containing 239 residential lots and 8 HOA lots. (Mustang Lakes Phase 2A Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat and determined that the outstanding comments are minor in nature and can be addressed prior to filing the Final Plat.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Final Plat at the August 15, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

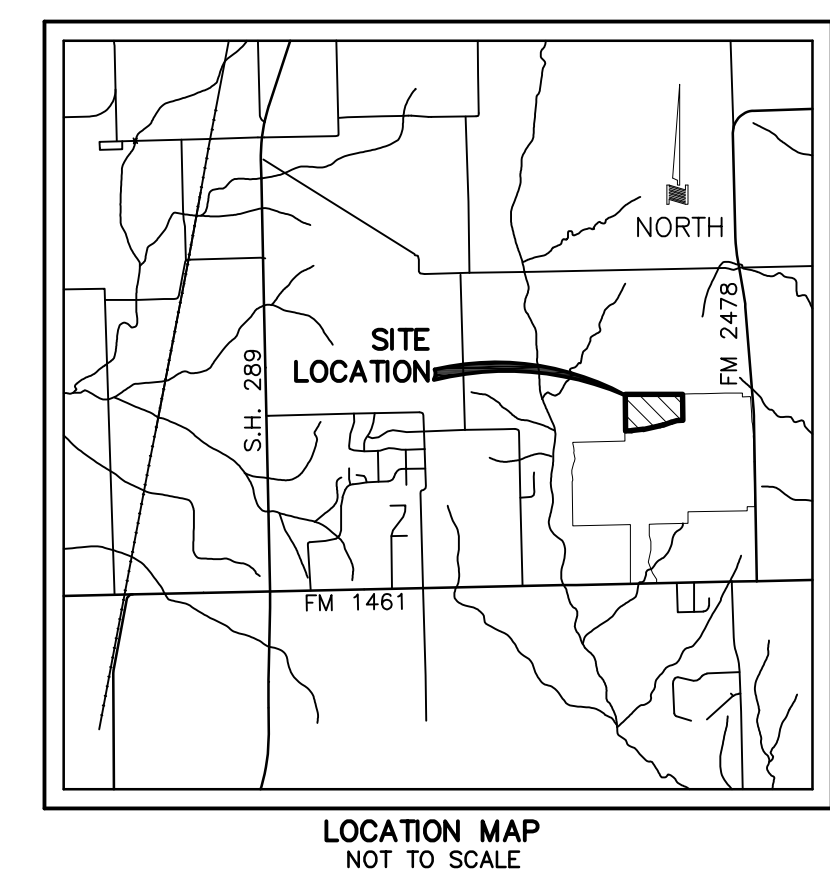
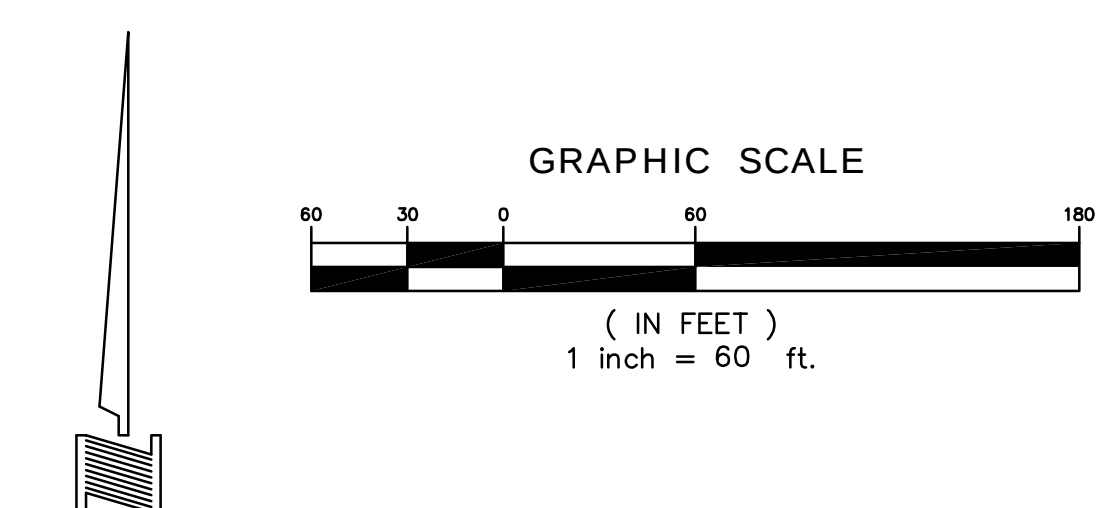
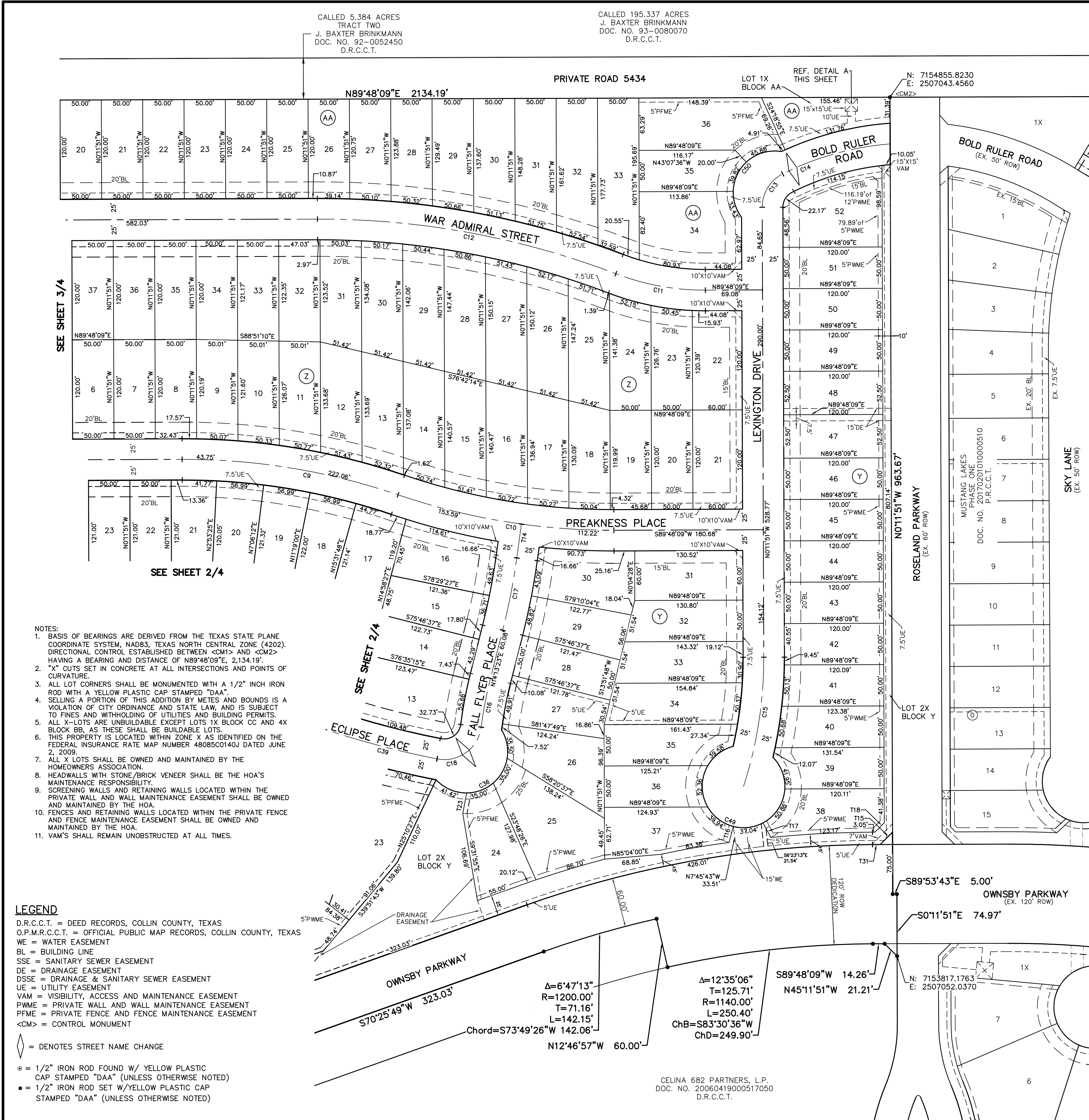
n/a

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented, however, the plat will not be filed until final acceptance.



ROADWAY CURVE TABLE				
CURVE	DELTA	RADIUS	TANGENT	CHORD
C8	90°00'00"	45.00'	45.00'	S45°11'51"E 63.64'
C9	19°02'14"	800.00'	134.14'	N80°40'44"W 264.59'
C10	19°02'14"	800.00'	134.14'	N80°40'44"W 264.59'
C11	21°08'33"	300.00'	55.99'	N79°37'34"W 110.08'
C12	21°08'33"	1000.00'	186.63'	N79°37'34"W 366.92'
C13	6°33'01"	45.00'	27.85'	S31°33'16"W 47.36'
C14	22°13'27"	350.00'	68.74'	S74°25'06"W 134.91'
C15	18°11'42"	500.00'	80.06'	S08°54'00"W 158.11'
C16	6°53'06"	500.00'	30.08'	S10°46'50"W 60.05'
C17	6°23'00"	800.00'	44.61'	S11°01'53"W 89.08'
C18	9°45'22"	45.00'	48.05'	S54°12'58"W 65.69'
C20	90°00'00"	45.00'	45.00'	S44°48'09"W 63.64'
C39	7°44'44"	1097.00'	74.26'	N75°01'59"W 148.19'
C40	19°02'14"	503.00'	84.34'	N80°40'44"W 166.36'
C52	12°18'29"	1000.00'	107.82'	N06°21'05"W 214.40'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T7	S00°11'51"E	25.00'
T12	N89°48'09"E	10.00'
T13	N89°48'09"E	25.00'
T14	S07°50'23"W	41.29'
T20	S05°34'47"E	25.00'
T24	N00°11'51"W	25.00'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T9	S67°37'34"E	31.94'
T11	N59°49'41"W	20.00'
T15	N44°48'09"E	21.21'
T16	N14°21'10"E	20.00'
T17	N28°05'46"W	20.00'
T18	N44°48'09"E	15.86'
T23	N10°45'32"E	25.32'
T25	N57°30'20"W	21.21'
T26	N32°29'40"E	21.21'
T31	S89°48'09"W	9.26'

LOT CURVE TABLE				
CURVE	DELTA	RADIUS	TANGENT	CHORD
C36	168°21'04"	50.00'	490.16'	N52°49'45"E 99.48'
C38	270°11'52"	50.00'	49.83'	S45°05'55"E 70.59'
C41	270°00'00"	50.00'	50.00'	N44°48'09"E 70.71'
C42	270°00'01"	50.00'	50.00'	N44°48'09"E 70.71'
C43	298°06'55"	50.00'	29.97'	N76°19'04"E 51.42'
C44	135°34'24"	50.00'	122.44'	S22°00'58"W 92.58'
C47	163°44'23"	50.00'	350.00'	S45°11'51"E 98.99'
C49	299°56'16"	50.00'	28.90'	S74°29'07"E 50.05'
C50	136°30'55"	50.00'	125.37'	S31°11'25"W 92.89'

- NOTES:
1. BASIS OF BEARINGS ARE DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202), DIRECTIONAL CONTROL ESTABLISHED BETWEEN <CM1> AND <CM2> HAVING A BEARING AND DISTANCE OF N89°48'09"E, 2,134.19'.
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITIES AND BUILDING PERMITS.
 5. ALL X-LOTS ARE UNBUILDABLE EXCEPT LOTS 1X BLOCK CC AND 4X BLOCK BB, AS THESE SHALL BE BUILDABLE LOTS.
 6. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48085C0140J DATED JUNE 2, 2009.
 7. ALL X LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 8. HEADWALLS WITH STONE/BRICK VENEER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 9. SCREENING WALLS AND RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 10. FENCES AND RETAINING WALLS LOCATED WITHIN THE PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 11. VAM'S SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.

LEGEND

D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.M.R.C.C.T. = OFFICIAL PUBLIC MAP RECORDS, COLLIN COUNTY, TEXAS
WE = WATER EASEMENT
BL = BUILDING LINE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
DSSE = DRAINAGE & SANITARY SEWER EASEMENT
UE = UTILITY EASEMENT
VAM = VISIBILITY, ACCESS AND MAINTENANCE EASEMENT
PWME = PRIVATE WALL AND WALL MAINTENANCE EASEMENT
PFME = PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT
<CM> = CONTROL MONUMENT

⊕ = DENOTES STREET NAME CHANGE

⊕ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

58.980 ACRES
239 RESIDENTIAL LOTS
8 HOA LOTS
FINAL PLAT
MUSTANG LAKES
PHASE 2A

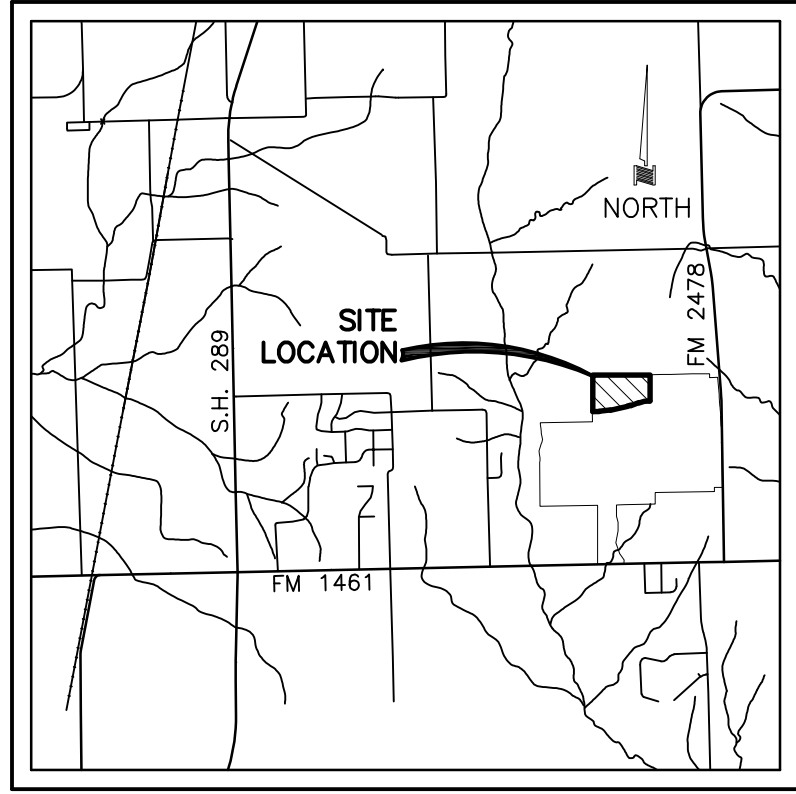
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

JULY 2017

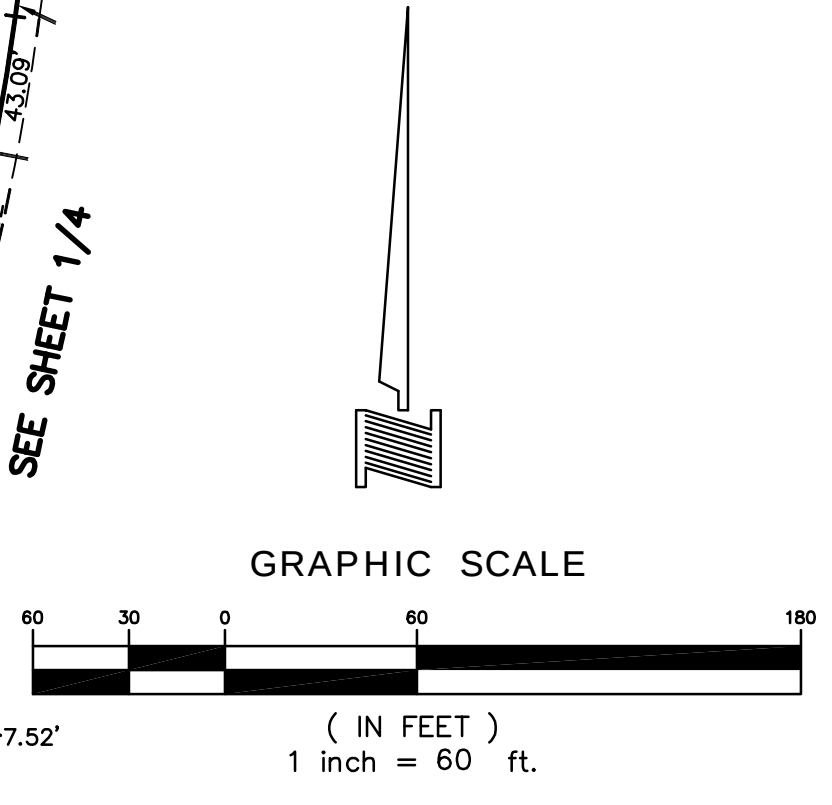
OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

DEVELOPER
THE CAMBRIDGE COMPANIES, INC.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY McCUISTION P.E.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200
Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: COLIN W. HELFFRICH, P.E.



LOCATION MAP
NOT TO SCALE



- NOTES:
1. BASIS OF BEARINGS ARE DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202), DIRECTIONAL CONTROL ESTABLISHED BETWEEN <CM1> AND <CM2> HAVING A BEARING AND DISTANCE OF N89°48'09"E, 2,134.19'.
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 5. ALL X-LOTS ARE UNBUILDABLE EXCEPT LOTS 1X BLOCK CC AND 4X BLOCK BB, AS THESE SHALL BE BUILDABLE LOTS.
 6. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48085C0140J DATED JUNE 2, 2009.
 7. ALL X LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 8. HEADWALLS WITH STONE/BRICK VENEER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 9. SCREENING WALLS AND RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 10. FENCES AND RETAINING WALLS LOCATED WITHIN THE PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 11. VAM'S SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.

58.980 ACRES
239 RESIDENTIAL LOTS
8 HOA LOTS
FINAL PLAT
**MUSTANG LAKES
PHASE 2A**

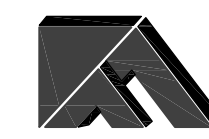
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

JULY 2017

SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

DEVELOPER
THE CAMBRIDGE COMPANIES, INC.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY McCUITION P.E.



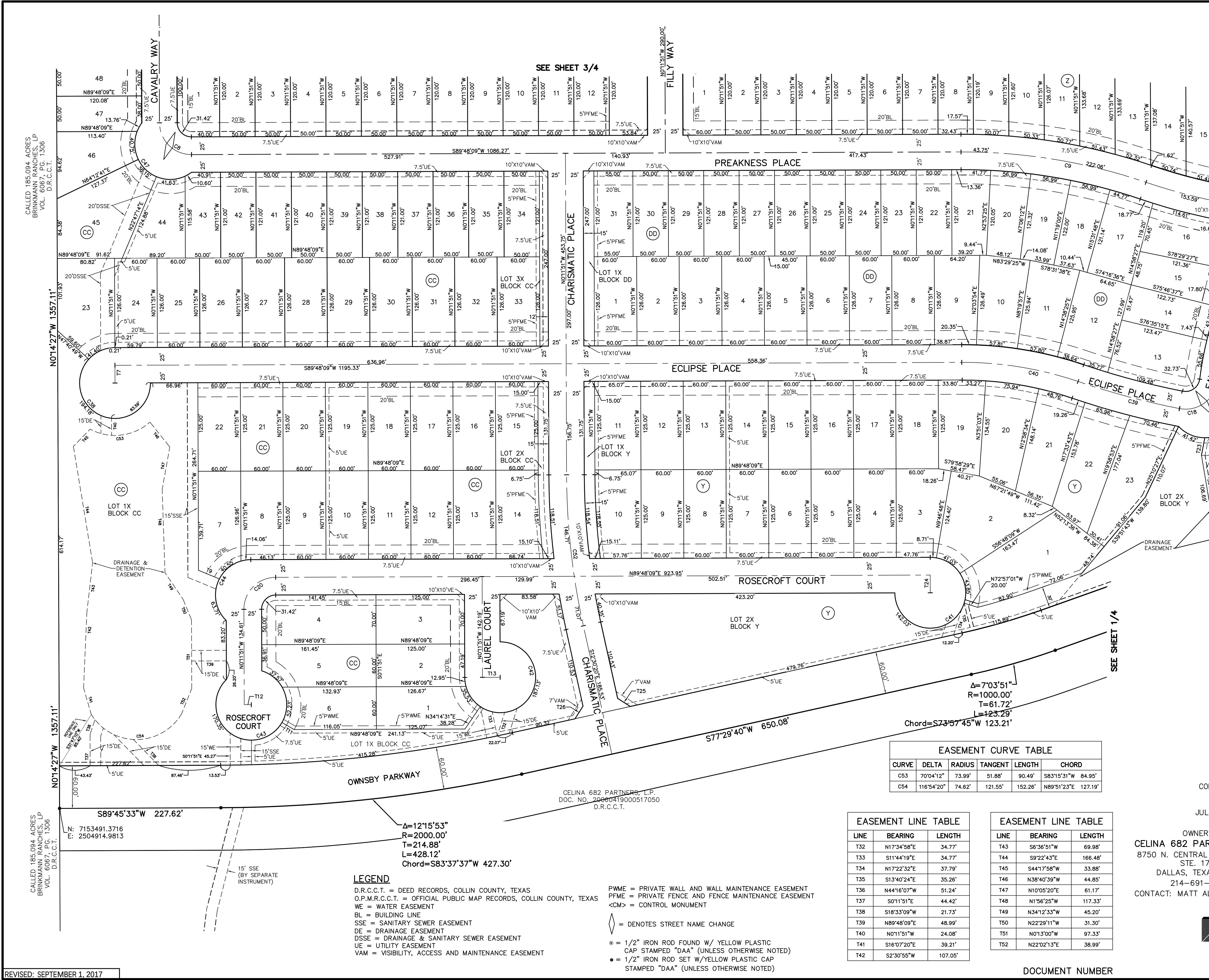
ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: COLIN W. HELFFRICH, P.E.

EASEMENT CURVE TABLE				
CURVE	DELTA	RADIUS	TANGENT	CHORD
C53	70°04'12"	73.99'	51.88'	90.49'
C54	116°54'20"	74.62'	121.55'	152.26'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
T32	N17°34'58"E	34.77'
T33	S11°44'19"E	34.77'
T34	N17°22'32"E	37.79'
T35	S13°40'24"E	35.26'
T36	N44°16'07"W	51.24'
T37	S01°1'51"E	44.42'
T38	S18°33'09"W	21.73'
T39	N89°48'09"E	48.99'
T40	N01°1'51"W	24.08'
T41	S16°07'20"E	39.21'
T42	S2°30'55"W	107.05'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
T43	S6°36'51"W	69.98'
T44	S9°22'43"E	166.48'
T45	S44°17'58"W	33.88'
T46	N38°40'39"W	44.85'
T47	N10°05'20"E	61.17'
T48	N1°56'25"W	117.33'
T49	N34°12'33"W	45.20'
T50	N22°29'11"W	31.30'
T51	N01°3'00"W	97.33'
T52	N22°02'13"E	38.99'

DOCUMENT NUMBER



LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	AA	7200	0.17
2	AA	6000	0.14
3	AA	6000	0.14
4	AA	6000	0.14
5	AA	6000	0.14
6	AA	6000	0.14
7	AA	6000	0.14
8	AA	6000	0.14
9	AA	6000	0.14
10	AA	6000	0.14
11	AA	6000	0.14
12	AA	6000	0.14
13	AA	6000	0.14
14	AA	6000	0.14
15	AA	6000	0.14
16	AA	6000	0.14
17	AA	6000	0.14
18	AA	6000	0.14
19	AA	6000	0.14
20	AA	6000	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	AA	6000	0.14
22	AA	6000	0.14
23	AA	6000	0.14
24	AA	6000	0.14
25	AA	6000	0.14
26	AA	6010	0.14
27	AA	6106	0.14
28	AA	6324	0.15
29	AA	6667	0.15
30	AA	7136	0.16
31	AA	7736	0.18
32	AA	8472	0.19
33	AA	9342	0.21
34	AA	11140	0.26
35	AA	6006	0.14
36	AA	10590	0.24

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	BB	7114	0.16
2	BB	6000	0.14
3	BB	6000	0.14
4	BB	6000	0.14
5	BB	6000	0.14
6	BB	6000	0.14
7	BB	6000	0.14
8	BB	6000	0.14
9	BB	6000	0.14
10	BB	6000	0.14
11	BB	6000	0.14
12	BB	6000	0.14
13	BB	6000	0.14
14	BB	6000	0.14
15	BB	6000	0.14
16	BB	6000	0.14
17	BB	6000	0.14
18	BB	6000	0.14
19	BB	6000	0.14
20	BB	6000	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	BB	6000	0.14
22	BB	6000	0.14
23	BB	6000	0.14
24	BB	7200	0.17

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	CC	8104	0.19
2	CC	7507	0.17
3	CC	8750	0.20
4	CC	11216	0.26
5	CC	9272	0.21
6	CC	7677	0.18
7	CC	8448	0.19
8	CC	7509	0.17
9	CC	7500	0.17
10	CC	7500	0.17
11	CC	7500	0.17
12	CC	7500	0.17
13	CC	7500	0.17
14	CC	7765	0.18
15	CC	7500	0.17
16	CC	7500	0.17
17	CC	7500	0.17
18	CC	7500	0.17
19	CC	7500	0.17
20	CC	7500	0.17

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	CC	7500	0.17
22	CC	7500	0.17
23	CC	10189	0.23
24	CC	7560	0.17
25	CC	7560	0.17
26	CC	7560	0.17
27	CC	7560	0.17
28	CC	7560	0.17
29	CC	7560	0.17
30	CC	7560	0.17
31	CC	7560	0.17
32	CC	7560	0.17
33	CC	7560	0.17
34	CC	6050	0.14
35	CC	6050	0.14
36	CC	6050	0.14
37	CC	6050	0.14
38	CC	6050	0.14
39	CC	6050	0.14
40	CC	6050	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
41	CC	6050	0.14
42	CC	6050	0.14
43	CC	6023	0.14
44	CC	7348	0.17
45	CC	13224	0.30
46	CC	7573	0.17
47	CC	5959	0.14
48	CC	6005	0.14
49	CC	6007	0.14
50	CC	6009	0.14
51	CC	6011	0.14
52	CC	6013	0.14
53	CC	6014	0.14
54	CC	6257	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	DD	7560	0.17
2	DD	7560	0.17
3	DD	7560	0.17
4	DD	7560	0.17
5	DD	7560	0.17
6	DD	7560	0.17
7	DD	7560	0.17
8	DD	7560	0.17
9	DD	7779	0.18
10	DD	8155	0.19
11	DD	8105	0.19
12	DD	9466	0.22

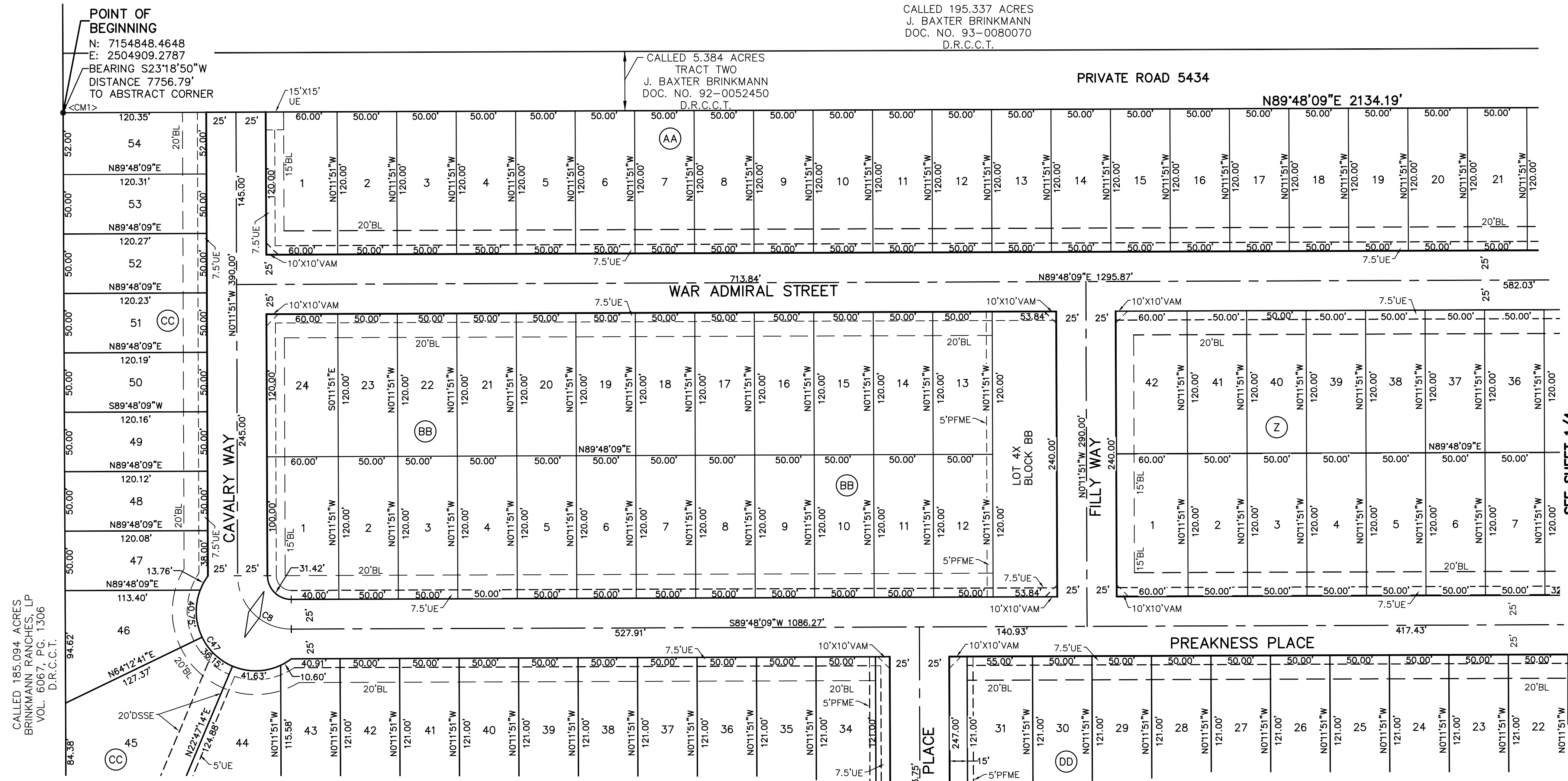
LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
13	DD	9746	0.22
14	DD	6226	0.14
15	DD	6310	0.14
16	DD	7926	0.18
17	DD	7714	0.18
18	DD	6384	0.15
19	DD	6383	0.15
20	DD	6356	0.15
21	DD	6265	0.14
22	DD	6050	0.14
23	DD	6050	0.14
24	DD	6050	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
25	DD	6050	0.14
26	DD	6050	0.14
27	DD	6050	0.14
28	DD	6050	0.14
29	DD	6050	0.14
30	DD	6050	0.14
31	DD	6655	0.15

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	Y	14303	0.33
2	Y	13281	0.30
3	Y	8416	0.19
4	Y	7500	0.17
5	Y	7500	0.17
6	Y	7500	0.17
7	Y	7500	0.17
8	Y	7500	0.17
9	Y	7500	0.17
10	Y	7846	0.18
11	Y	8133	0.19
12	Y	7500	0.17
13	Y	7500	0.17
14	Y	7500	0.17
15	Y	7500	0.17
16	Y	7500	0.17
17	Y	7500	0.17
18	Y	7500	0.17
19	Y	8127	0.19
20	Y	9185	0.21

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	Y	9382	0.22
22	Y	10298	0.24
23	Y	10448	0.24
24	Y	7354	0.17
25	Y	11083	0.25
26	Y	8134	0.19
27	Y	6544	0.15
28	Y	6081	0.14
29	Y	6388	0.15
30	Y	8134	0.19
31	Y	7839	0.18
32	Y	6853	0.16
33	Y	7469	0.17
34	Y	7929	0.18
35	Y	7419	0.17
36	Y	6027	0.14
37	Y	7865	0.18
38	Y	7114	0.16
39	Y	6306	0.14
40	Y	6352	0.15

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
41	Y	6067	0.14
42	Y	6000	0.14
43	Y	6000	0.14
44	Y	6000	0.14
45	Y	6000	0.14
46	Y	6000	0.14
47	Y	6300	0.14
48	Y	6300	0.14
49	Y	6000	0.14
50	Y	6000	0.14
51	Y	6000	0.14
52	Y	10048	0.23



- NOTES:
1. BASIS OF BEARINGS ARE DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202). DIRECTIONAL CONTROL ESTABLISHED BETWEEN <CM1> AND <CM2> HAVING A BEARING AND DISTANCE OF N89°48'09"E, 2,134.19'.
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 5. ALL X--LOTS ARE UNBUILDABLE EXCEPT LOTS 1X BLOCK CC AND 4X BLOCK BB, AS THESE SHALL BE BUILDABLE LOTS.
 6. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48085C0140J DATED JUNE 2, 2009.
 7. ALL X LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 8. HEADWALLS WITH STONE/BRICK VENEER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 9. SCREENING WALLS AND RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 10. FENCES AND RETAINING WALLS LOCATED WITHIN THE PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 11. VAM'S SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.

58.980 ACRES
239 RESIDENTIAL LOTS
8 HOA LOTS
FINAL PLAT
**MUSTANG LAKES
PHASE 2A**

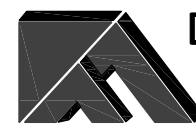
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

JULY 2017

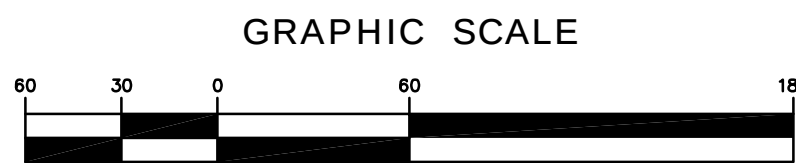
SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

DEVELOPER
THE CAMBRIDGE COMPANIES, INC.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY McCUITION P.E.



ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: COLIN W. HELFFRICH, P.E.



(IN FEET)
1 inch = 60 ft.

DOCUMENT NUMBER

LEGEND

D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.M.R.C.C.T. = OFFICIAL PUBLIC MAP RECORDS, COLLIN COUNTY, TEXAS
WE = WATER EASEMENT
BL = BUILDING LINE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
DSSE = DRAINAGE & SANITARY SEWER EASEMENT
UE = UTILITY EASEMENT
VAM = VISIBILITY, ACCESS AND MAINTENANCE EASEMENT
PWME = PRIVATE WALL AND WALL MAINTENANCE EASEMENT
PFME = PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT
<CM> = CONTROL MONUMENT



= DENOTES STREET NAME CHANGE

- = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Jason Laumer, City Manager
 Date: September 12, 2017
 Re: Cambridge Crossing Phase 1 Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Cambridge Crossing Phase 1, being a ±126.676 acre tract of land situated in the Richard Alderson Survey, Abstract No. 7, F.D. Gary Survey, Abstract No. 360, T. Staten Survey, Abstract No. 806, and I.C. Williamson Survey, Abstract 943, City of Celina, Collin County, Texas. The property is generally located south of FM 428, west of Dallas Parkway, north of County Road 7, and east of County Road 6, containing 328 residential lots, 1 school site, and 14 HOA lots. (Cambridge Crossing Phase 1 Construction Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Cambridge Crossing Phase 1 and determined that all remaining comments are minor in nature and can be addressed prior to scheduling a pre-construction meeting.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Construction Plat at the August 15, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

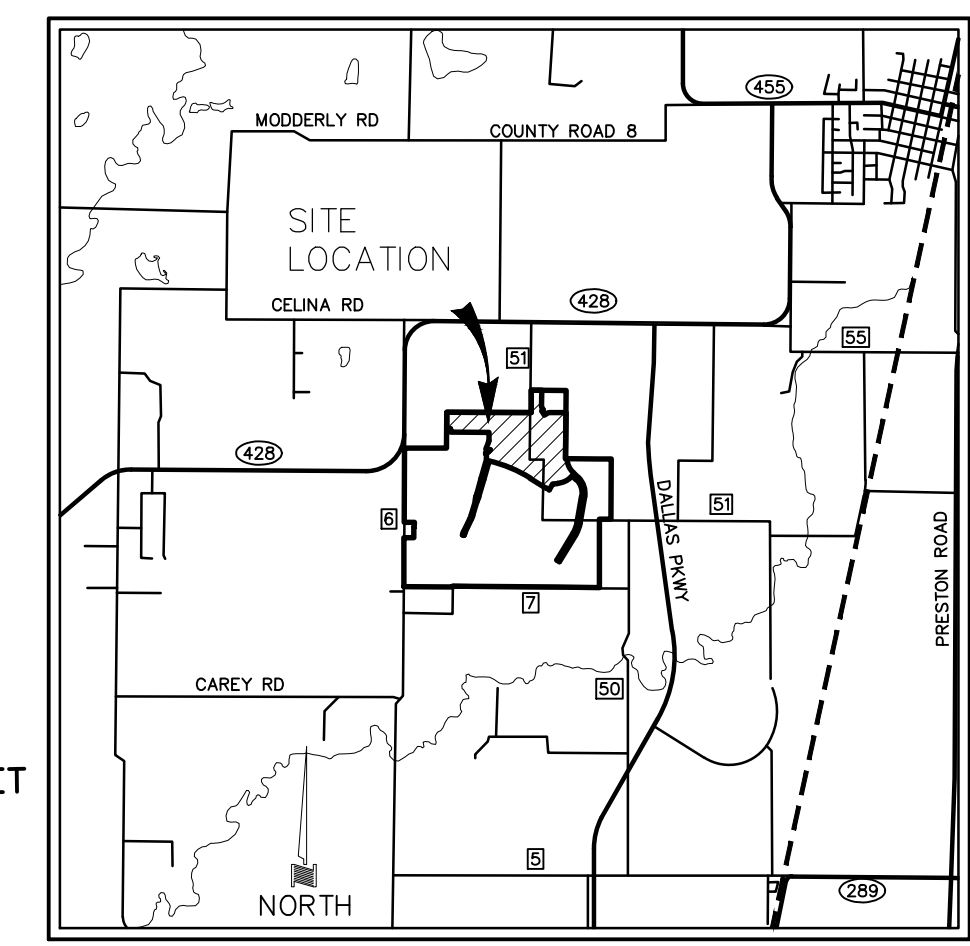
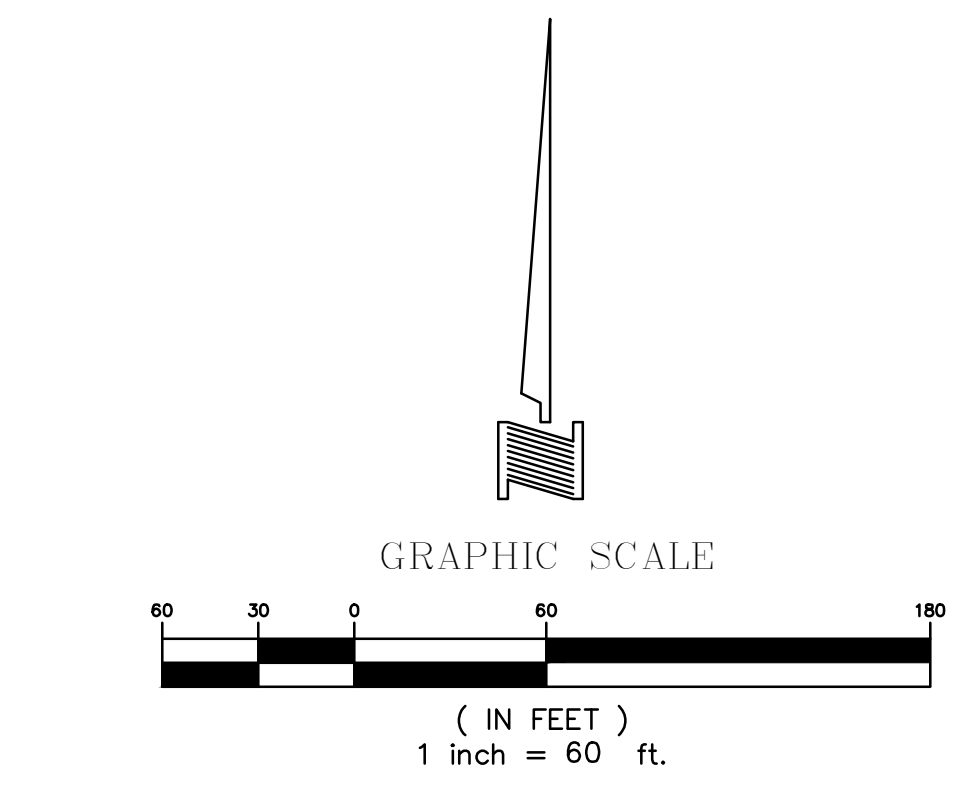
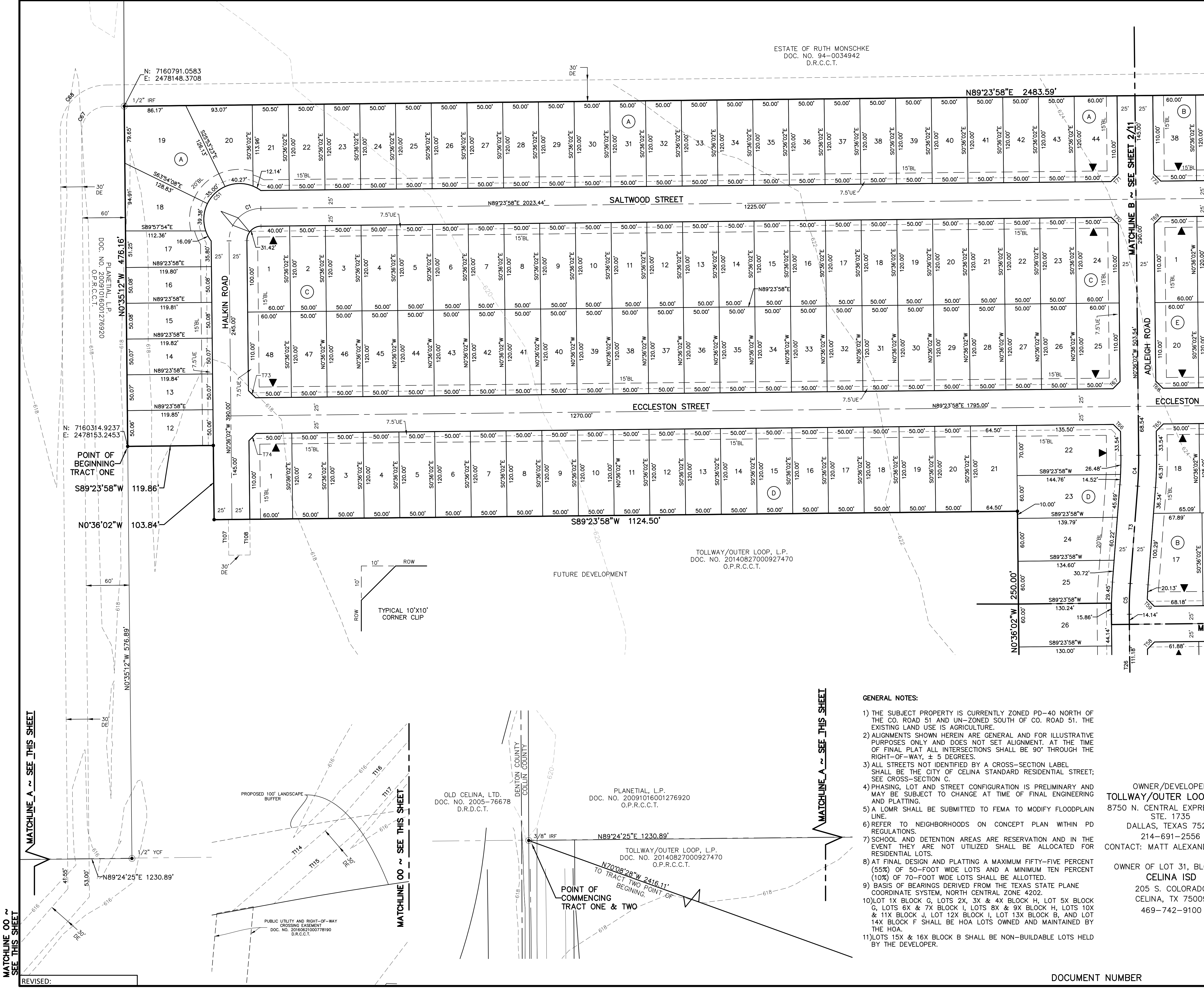
n/a

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented pending all remaining comments be addressed prior to scheduling a pre-construction meeting.



- LEGEND**
- YCF = IRON W/YELLOW CAP FOUND
 - HOA = HOME OWNERS ASSOCIATION
 - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 - D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
 - BL = BUILDING LINE
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - IRF = IRON ROD FOUND
 - <CM> = CONTROL MONUMENT
 - ◇ = DENOTES STREET NAME CHANGE
 - ▼ = DENOTES FRONT OF LOT
 - = 1/2" IRON ROD FOUND W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

**CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)**

TRACT ONE	TRACT TWO	TRACT THREE
1 SCHOOL SITE	2.531 ACRES	2.890 ACRES
328 RESIDENTIAL LOTS (CAMBRIDGE)	(CAMBRIDGE CROSSING ROW)	(HUDDLESTON ROW)
14 HOA LOTS		
121.255 ACRES		

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017 SCALE: 1"=60'

OWNER/DEVELOPER
TOLLWAY/OUTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469-742-9100

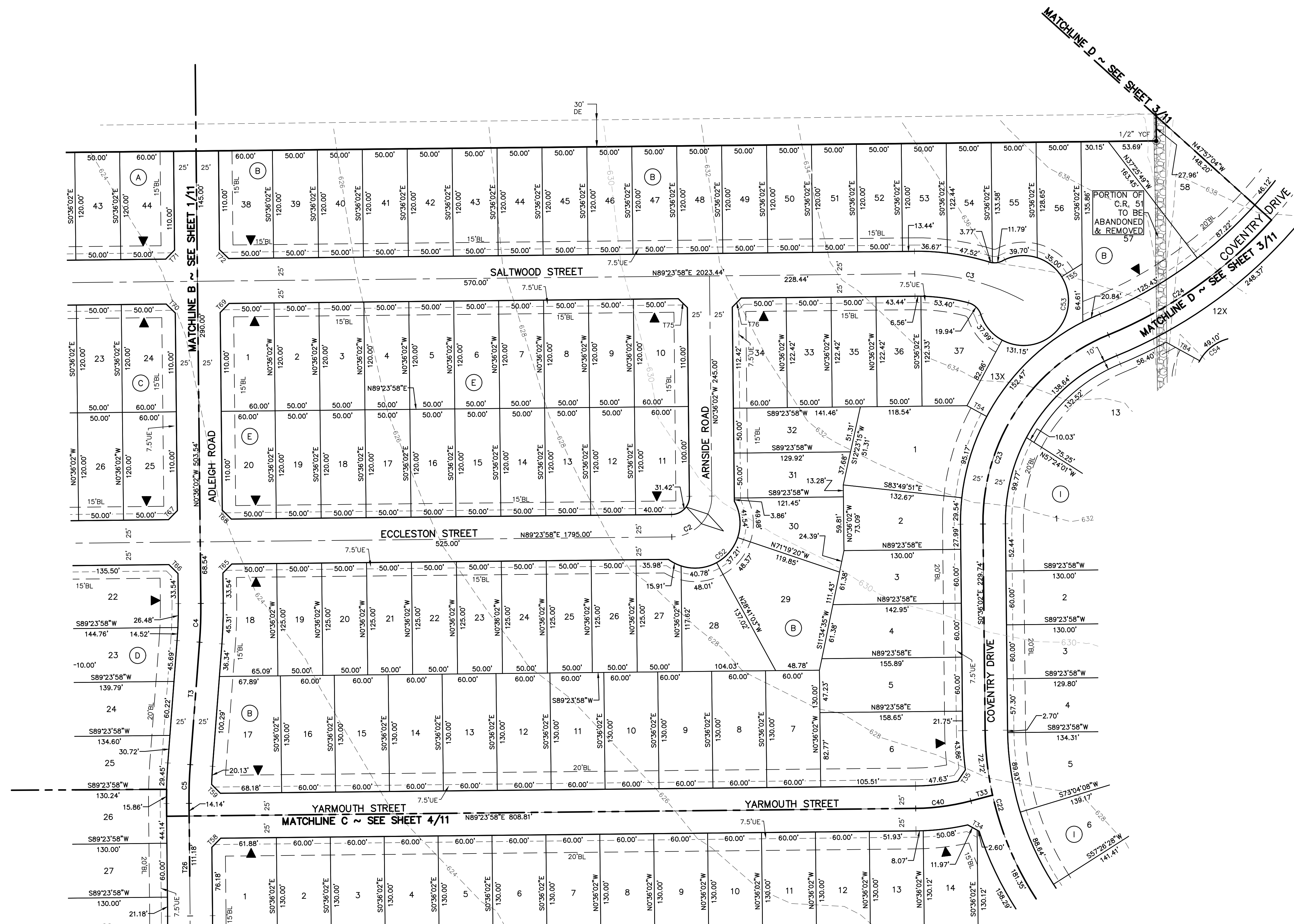
ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK

- GENERAL NOTES:**
- 1) THE SUBJECT PROPERTY IS CURRENTLY ZONED PD-40 NORTH OF THE CO. ROAD 51 AND UN-ZONED SOUTH OF CO. ROAD 51. THE EXISTING LAND USE IS AGRICULTURE.
 - 2) ALIGNMENTS SHOWN HEREIN ARE GENERAL AND FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT SET ALIGNMENT. AT THE TIME OF FINAL PLAT ALL INTERSECTIONS SHALL BE 90° THROUGH THE RIGHT-OF-WAY, ± 5 DEGREES.
 - 3) ALL STREETS NOT IDENTIFIED BY A CROSS-SECTION LABEL SHALL BE THE CITY OF CELINA STANDARD RESIDENTIAL STREET; SEE CROSS-SECTION C.
 - 4) PHASING, LOT AND STREET CONFIGURATION IS PRELIMINARY AND MAY BE SUBJECT TO CHANGE AT TIME OF FINAL ENGINEERING AND PLATTING.
 - 5) A LOMR SHALL BE SUBMITTED TO FEMA TO MODIFY FLOODPLAIN LINE.
 - 6) REFER TO NEIGHBORHOODS ON CONCEPT PLAN WITHIN PD REGULATIONS.
 - 7) SCHOOL AND DETENTION AREAS ARE RESERVATION AND IN THE EVENT THEY ARE NOT UTILIZED SHALL BE ALLOCATED FOR RESIDENTIAL LOTS.
 - 8) AT FINAL DESIGN AND PLATTING A MAXIMUM FIFTY-FIVE PERCENT (55%) OF 50-FOOT WIDE LOTS AND A MINIMUM TEN PERCENT (10%) OF 70-FOOT WIDE LOTS SHALL BE ALLOTTED.
 - 9) BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202.
 - 10) LOT 1X BLOCK G, LOTS 2X, 3X & 4X BLOCK H, LOT 5X BLOCK G, LOTS 6X & 7X BLOCK I, LOTS 8X & 9X BLOCK H, LOTS 10X & 11X BLOCK J, LOT 12X BLOCK I, LOT 13X BLOCK B, AND LOT 14X BLOCK F SHALL BE HOA LOTS OWNED AND MAINTAINED BY THE HOA.
 - 11) LOTS 15X & 16X BLOCK B SHALL BE NON-BUILDABLE LOTS HELD BY THE DEVELOPER.

MATCHLINE A ~ SEE THIS SHEET

MATCHLINE A ~ SEE THIS SHEET

DOCUMENT NUMBER



CONSTRUCTION PLAT CAMBRIDGE CROSSING PHASE ONE (126.676 ACRES)

TRACT ONE	TRACT TWO	TRACT THREE
1 SCHOOL SITE	2,531 ACRES	2,890 ACRES
328 RESIDENTIAL LOTS	(CAMBRIDGE CROSSING ROW)	(HUDDLESTON ROW)
14 HOA LOTS		
121.255 ACRES		

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017 SCALE: 1"=60'

OWNER/DEVELOPER
TOLLWAY/OUTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469-742-9100



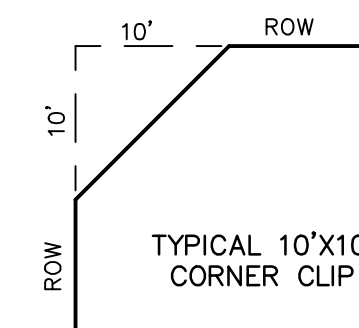
ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-951-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK

LEGEND

YCF = IRON W/ A YELLOW CAP FOUND
WSSE = WATER & SANITARY SEWER EASEMENT
HOA = HOME OWNERS ASSOCIATION
WME = WALL MAINTENANCE EASEMENT
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
WE = WATER EASEMENT
BL = BUILDING LINE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
IRF = IRON ROD FOUND
<CM> = CONTROL MONUMENT

◇ = DENOTES STREET NAME CHANGE

▼ = DENOTES FRONT OF LOT
● = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)



REVISED:

DOCUMENT NUMBER

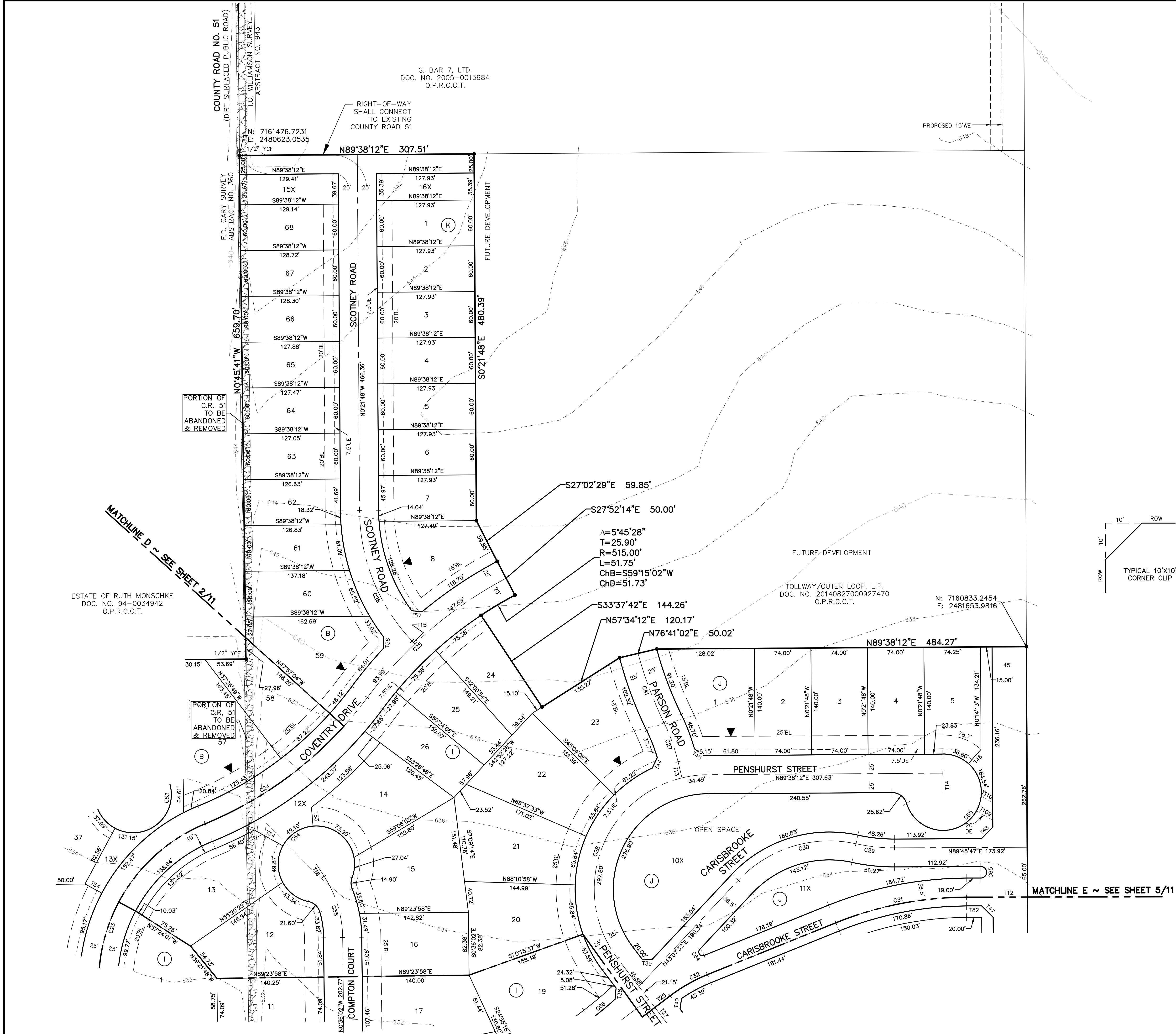
2 OF 11

(PLAN # P-201703-02)

1401 Packet Pg. 806

I:\140371\40371-01\FP.dwg, 2 FP 2, 9/12/2017 8:53:15 AM, awoodsj, Dowdey, Anderson & Associates, Inc., A.U.V

Attachment: Cambridge Crossing CP (Cambridge Crossing Phase 1 Construction Plat)



LEGEND

YCF = IRON W/ A YELLOW CAP FOUND
WSSE = WATER & SANITARY SEWER EASEMENT
HOA = HOME OWNERS ASSOCIATION
WME = WALL MAINTENANCE EASEMENT
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
WE = WATER EASEMENT
BL = BUILDING LINE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
IRF = IRON ROD FOUND
<CM> = CONTROL MONUMENT

◊ = DENOTES STREET NAME CHANGE
▼ = DENOTES FRONT OF LOT
● = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

**CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)**

TRACT ONE
1 SCHOOL SITE
328 RESIDENTIAL LOTS
14 HOA LOTS
121.255 ACRES

TRACT TWO
2.531 ACRES
(CAMBRIDGE
CROSSING ROW)

TRACT THREE
2.890 ACRES
(HUDDLESTON
ROW)

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

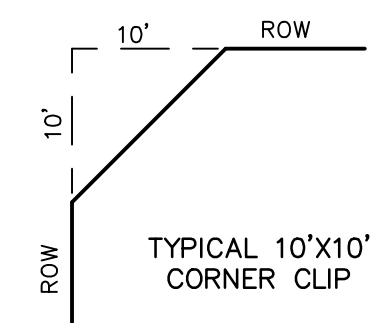
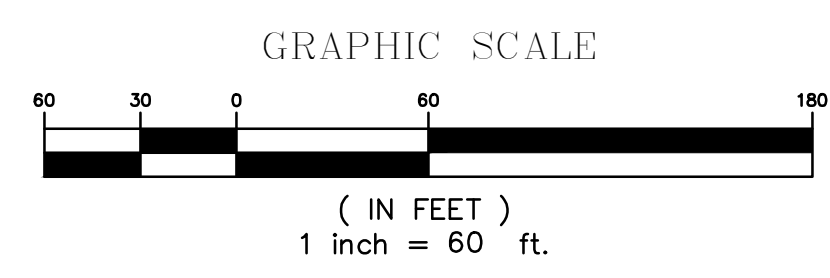
AUGUST, 2017 SCALE: 1"=60'

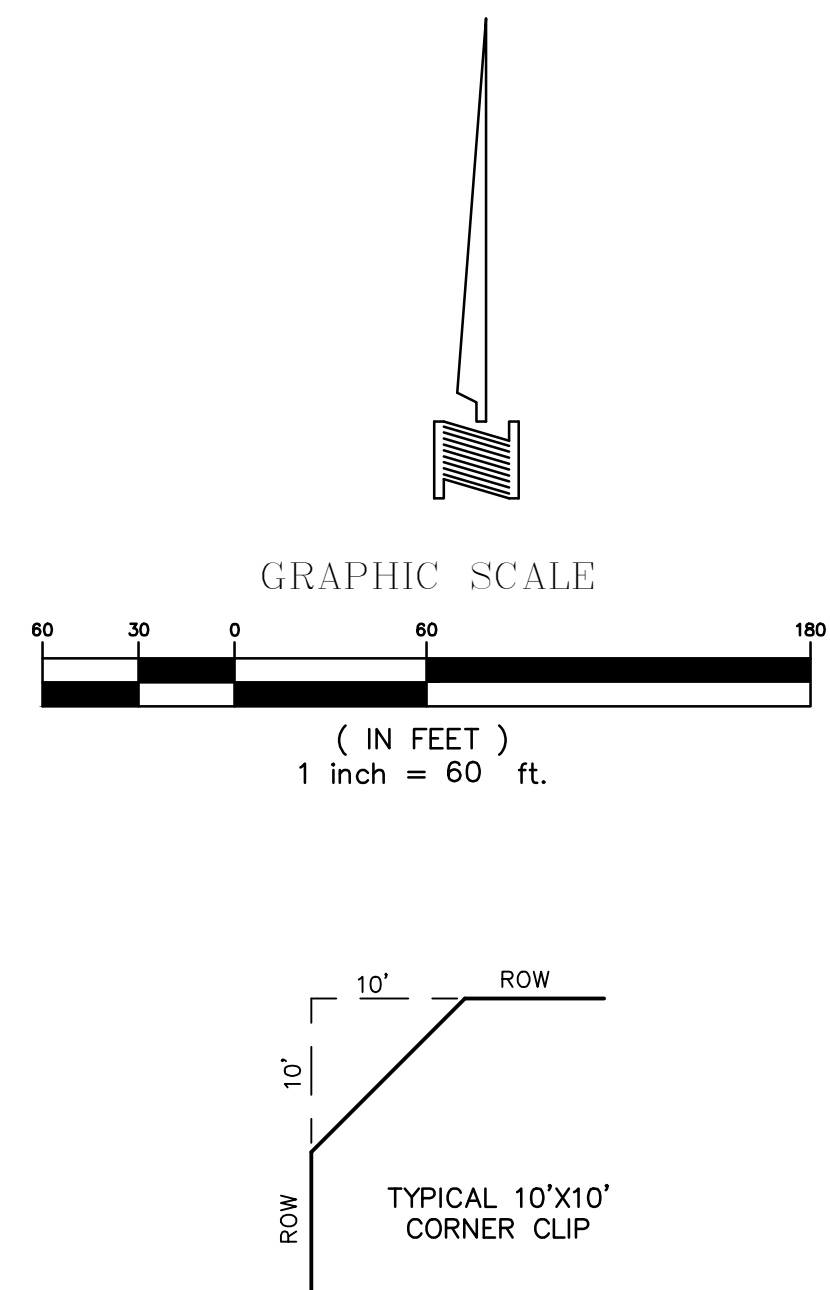
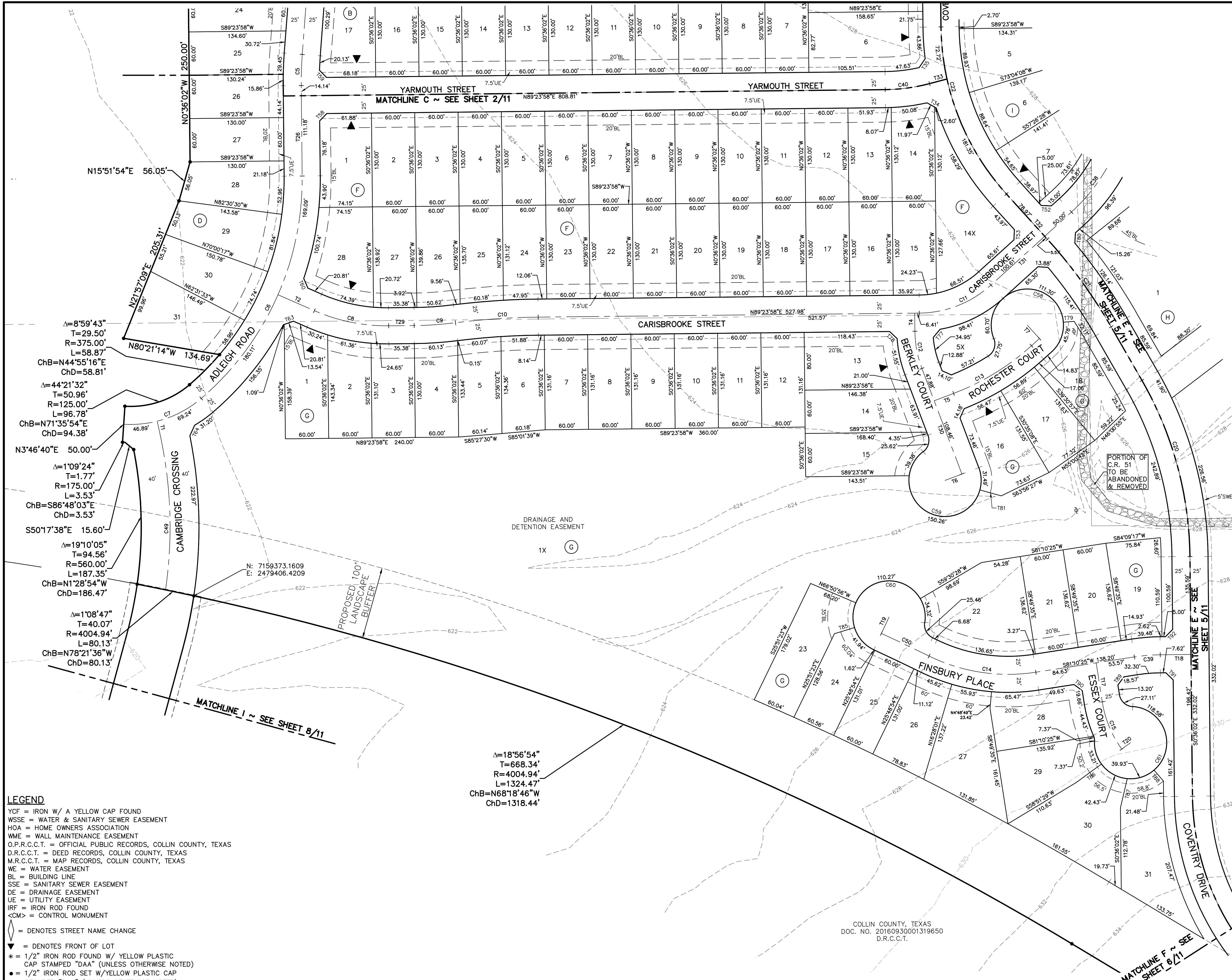
OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469-742-9100

OWNER/DEVELOPER
TOLLWAY/OUTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556

CONTACT: MATT ALEXANDER P.E.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 0007800
CONTACT : GABRIEL NOVAK





OWNER/DEVELOPER
TOLLWAY/OUTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469-742-9100

CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)

TRACT ONE
1 SCHOOL SITE
328 RESIDENTIAL LOTS
14 HOA LOTS
121.255 ACRES

TRACT TWO
2.531 ACRES
(CAMBRIDGE
CROSSING ROW)

TRACT THREE
2.890 ACRES
(HUDDLESTON
ROW)

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017 SCALE: 1"=60'

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK

- LEGEND**
- YCF = IRON W/ A YELLOW CAP FOUND
 - WSSE = WATER & SANITARY SEWER EASEMENT
 - HOA = HOME OWNERS ASSOCIATION
 - WME = WALL MAINTENANCE EASEMENT
 - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 - D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
 - M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
 - WE = WATER EASEMENT
 - BL = BUILDING LINE
 - SSE = SANITARY SEWER EASEMENT
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - IRF = IRON ROD FOUND
 - CM = CONTROL MONUMENT
 - = DENOTES STREET NAME CHANGE
 - = DENOTES FRONT OF LOT
 - = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

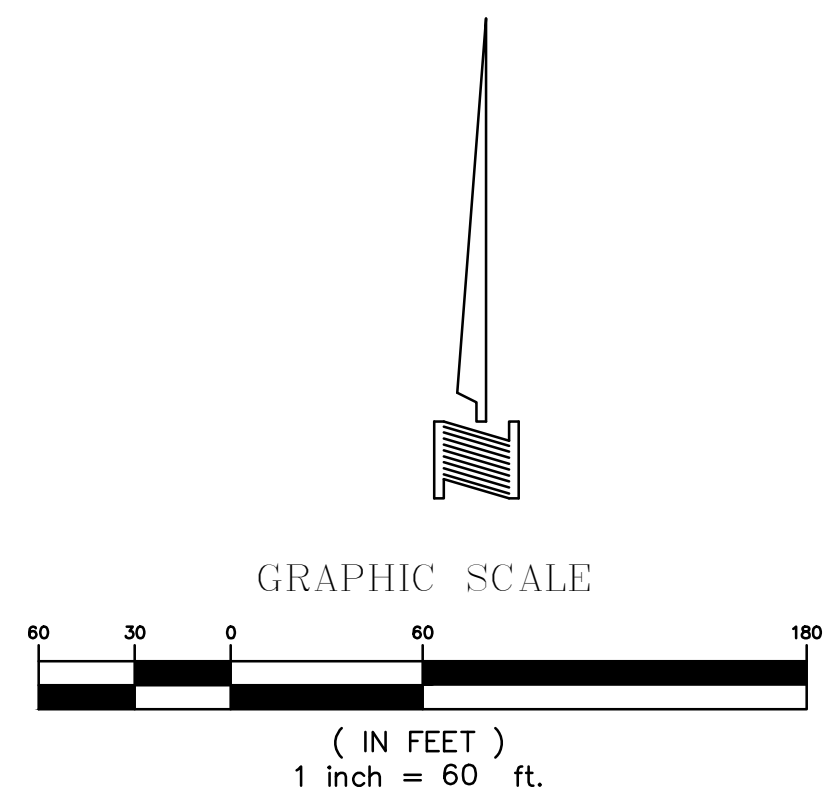
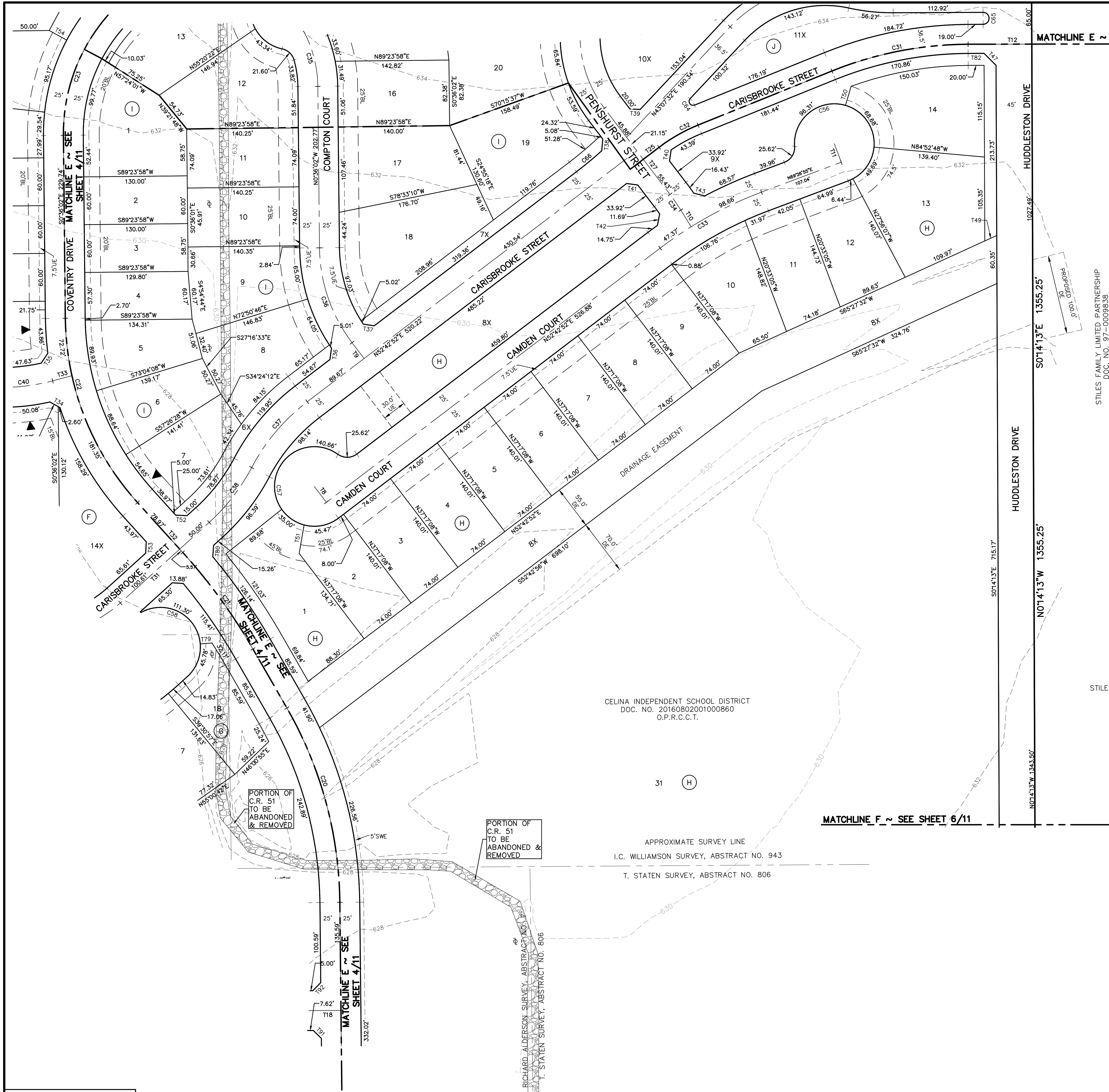
Δ=18°56'54"
T=668.34'
R=4004.94'
L=1324.47'
ChB=N68°18'46"W
ChD=1318.44'

COLLIN COUNTY, TEXAS
DOC. NO. 20160930001319650
D.R.C.C.T.

DOCUMENT NUMBER

4 OF 11

(PLAN # P-201703-02)



- LEGEND**
- YCF = IRON W/ A YELLOW CAP FOUND
 - WSSE = WATER & SANITARY SEWER EASEMENT
 - SWE = SIDEWALK EASEMENT
 - HOA = HOME OWNERS ASSOCIATION
 - WME = WALL MAINTENANCE EASEMENT
 - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 - D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
 - M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
 - WE = WATER EASEMENT
 - BL = BUILDING LINE
 - SSE = SANITARY SEWER EASEMENT
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - IRF = IRON ROD FOUND
 - <CM> = CONTROL MONUMENT
 - = DENOTES STREET NAME CHANGE
 - = DENOTES FRONT OF LOT
 - = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

**CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)**

TRACT ONE	TRACT TWO	TRACT THREE
1 SCHOOL SITE	2.531 ACRES	2,890 ACRES
328 RESIDENTIAL LOTS (CAMBRIDGE CROSSING ROW)	14 HOA LOTS	(HUDDLESTON ROW)
121.255 ACRES		

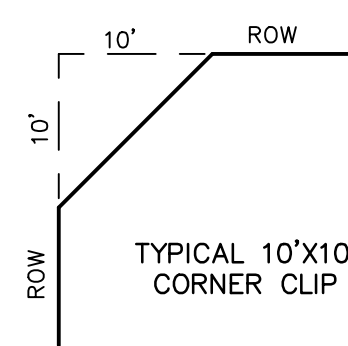
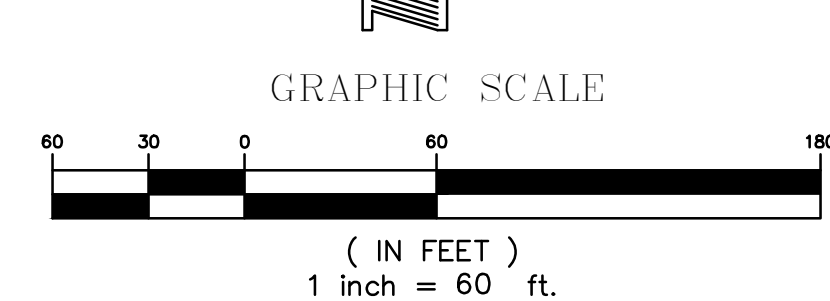
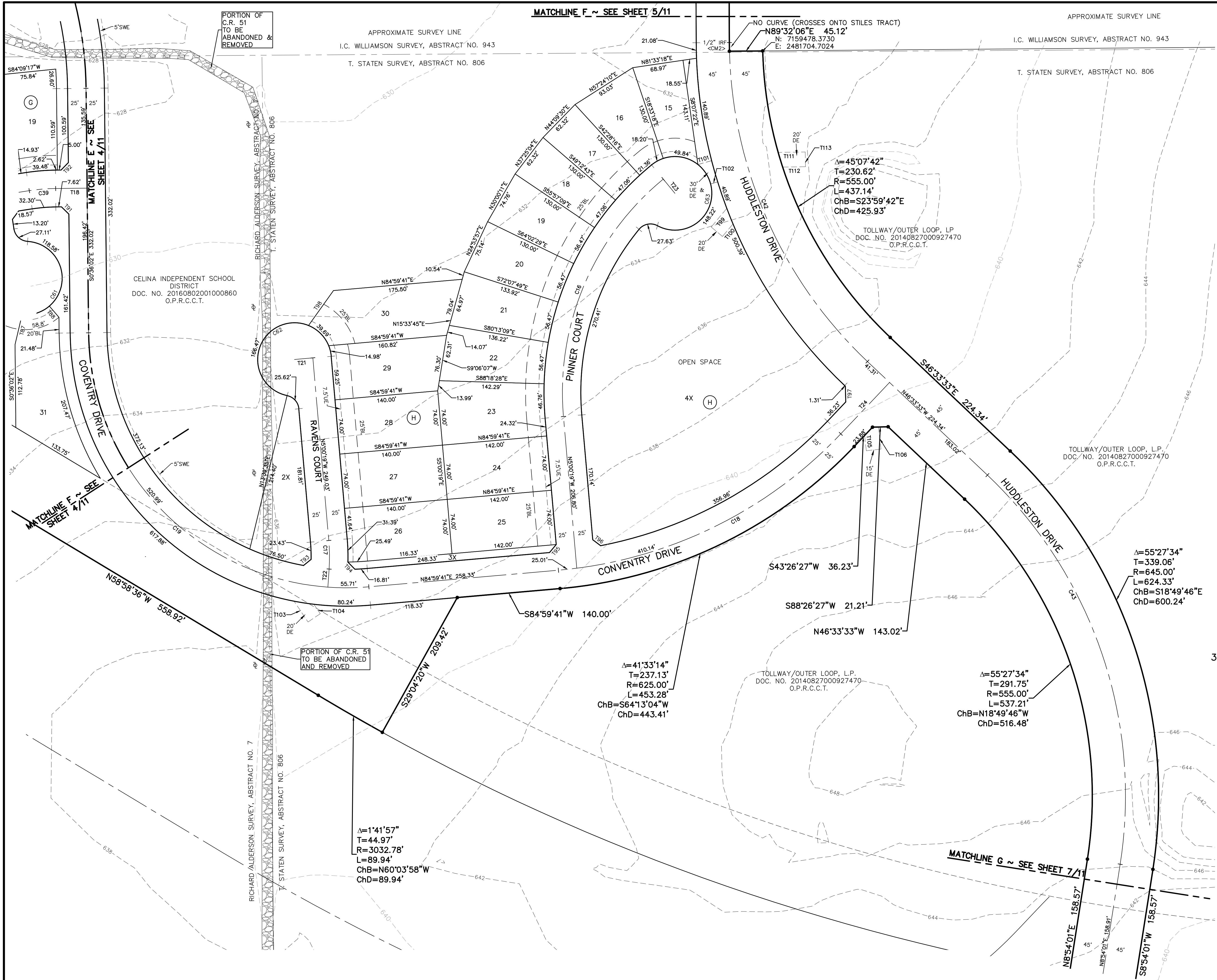
AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T. STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017 SCALE: 1"=60'

OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469-742-9100

OWNER/DEVELOPER
TOLLWAY/OUTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

**ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.**
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK



- LEGEND**
- YCF = IRON W/ A YELLOW CAP FOUND
 - WSSE = WATER & SANITARY SEWER EASEMENT
 - SWE = SIDEWALK EASEMENT
 - HOA = HOME OWNERS ASSOCIATION
 - WME = WALL MAINTENANCE EASEMENT
 - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 - D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
 - M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
 - WE = WATER EASEMENT
 - BL = BUILDING LINE
 - SSE = SANITARY SEWER EASEMENT
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - IRF = IRON ROD FOUND
 - <CM> = CONTROL MONUMENT
 - ◊ = DENOTES STREET NAME CHANGE
 - ▼ = DENOTES FRONT OF LOT
 - = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

**CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)**

TRACT ONE	TRACT TWO	TRACT THREE
1 SCHOOL SITE	2.531 ACRES	2,890 ACRES
328 RESIDENTIAL LOTS	(CAMBRIDGE CROSSING ROW)	(HUDDLESTON ROW)
14 HOA LOTS		
121.255 ACRES		

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T. STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017 SCALE: 1"=60'

OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469-742-9100

OWNER/DEVELOPER
TOLLWAY/OUTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200, Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: 399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK



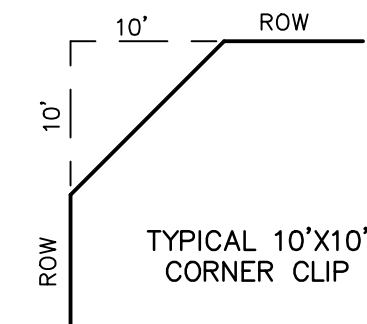
LEGEND

YCF = IRON W/ A YELLOW CAP FOUND
WSSE = WATER & SANITARY SEWER EASEMENT
HOA = HOME OWNERS ASSOCIATION
WME = WALL MAINTENANCE EASEMENT
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
WE = WATER EASEMENT
BL = BUILDING LINE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
IRF = IRON ROD FOUND
<CM> = CONTROL MONUMENT

 = DENOTES STREET NAME CHANGE

 = DENOTES FRONT OF LOT

- = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)



DOCUMENT NUMBER

CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)

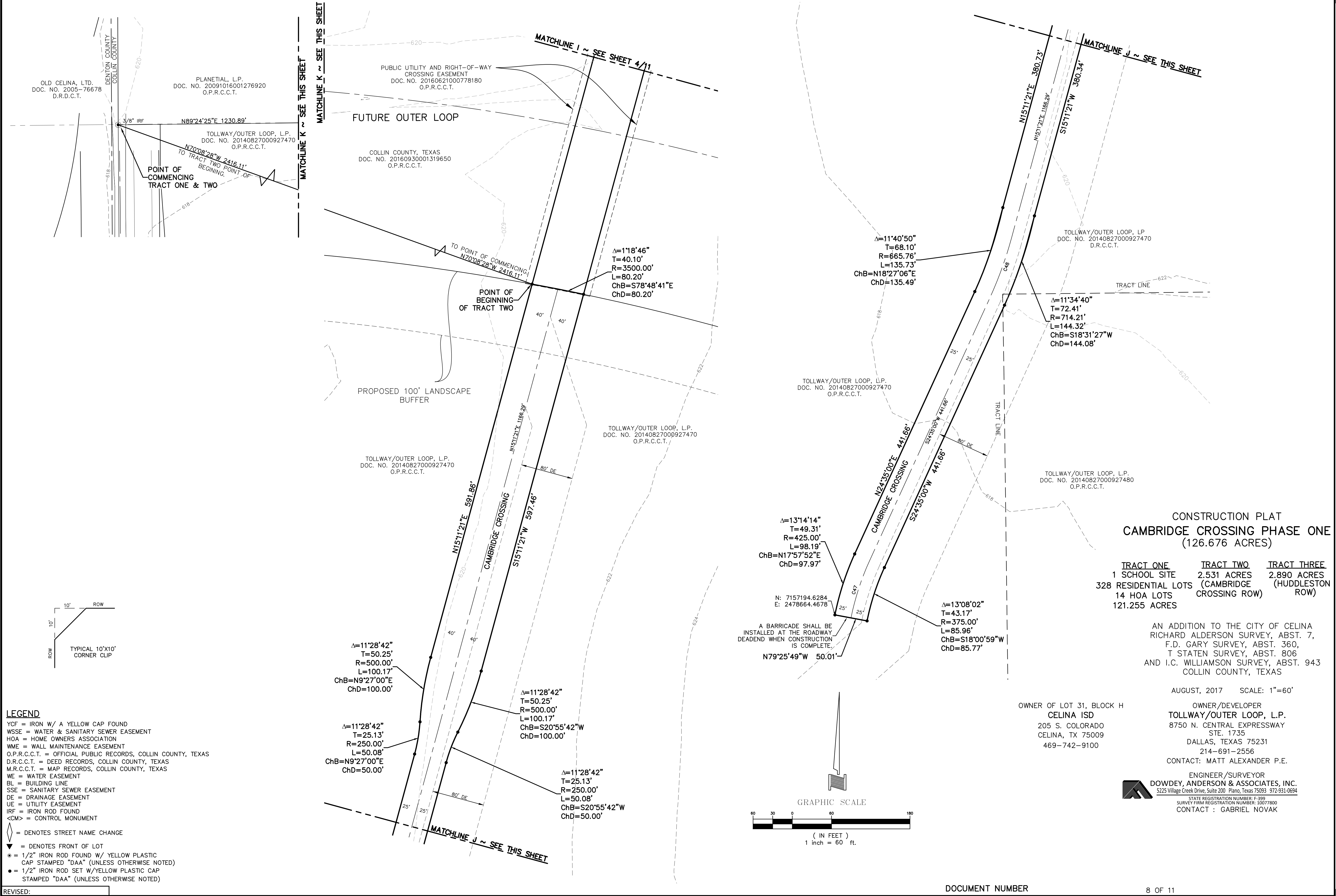
	<u>TRACT ONE</u>	<u>TRACT TWO</u>	<u>TRACT THREE</u>
1	SCHOOL SITE	2.531 ACRES	2.890 ACRES
328	RESIDENTIAL LOTS	(CAMBRIDGE	(HUDDLESTON
	14 HOA LOTS	CROSSING ROW)	ROW)
	121.255 ACRES		

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017 SCALE: 1"=60'

OWNER OF LOT 31, BLOCK H	OWNER/DEVELOPER
CELINA ISD	TOLLWAY/OUTER LOOP, L.P.
205 S. COLORADO	8750 N. CENTRAL EXPRESSWAY
CELINA, TX 75009	STE. 1735
469-742-9100	DALLAS, TEXAS 75231
	214-691-2556
	CONTACT: MATT ALEXANDER P.E.

 ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK



CAMBRIDGE CROSSING PHASE ONE (TRACT ONE)
OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Tollway/Outer Loop, L.P.,, a Texas limited partnership, is the owner of a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of a tract of land conveyed to Tollway/Outer Loop, L.P., according to the document filed of record in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being a portion of that tract of land conveyed to Tollway/Outer Loop, L.P., according to the document filed of record in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being all of that tract of land conveyed to Celina Independent School District, according to the document filed of record in Document Number 20160802001000860, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 3/8–inch iron rod found for the most westerly northwest corner of said Tollway/Outer Loop, L.P. tract, same being common with the southwest corner of that tract of land conveyed to Planetial, LP, according to the document filed of record in Document Number 20091016001276920, Official Public Records, Collin County, Texas;

THENCE North 89° 24' 25" East, leaving said common corner and with the north line of said Tollway/Outer Loop, L.P. tract, being common with the south line of said Planetial, LP tract, a distance of 1,230.89 feet to a 1/2–inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, L.P. tract, same being common with the southeast corner of said Planetial, LP tract;

THENCE North 00° 35' 12" West, leaving said common corner and with the west line of said Tollway/Outer Loop, L.P. tract, same being common with the east line of said Planetial, LP tract, a distance of 576.89 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for the POINT OF BEGINNING of the tract of land described herein;

THENCE North 00° 35' 12" West, continuing with said common line, a distance of 476.16 feet to a 1/2–inch iron rod found in the east line of said Planetial, LP tract, for the most northerly, northwest corner of said Tollway/Outer Loop, L.P. tract, same being common with the southwest corner of that tract of land conveyed to Estate of Ruth Monschke, according to the document filed of record in Document Number 94–0034942, Official Public Records, Collin County, Texas;

THENCE North 89° 23' 58" East, leaving said east line and common corner, and with a north line of said Tollway/Outer Loop, L.P. tract, same being common with the south line of said Estate of Ruth Monschke tract, a distance of 2,483.59 feet to a 1/2–inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, L.P. tract, same being common with the southeast corner of said Estate of Ruth Monschke tract;

THENCE North 00° 45' 41" West, leaving said common corner and with a west line of said Tollway/Outer Loop, L.P. tract, same being common with the east line of said Estate of Ruth Monschke tract, a distance of 659.70 feet to a 1/2 inch iron rod with a yellow plastic cap found in the east line of said Estate of Ruth Monschke tract, for a north corner of said Tollway/Outer Loop, tract, same being common with the southwest corner of Tract V, conveyed to G Bar 7, LTD, according to the document filed of record in Document Number 2005–0015684, Official Public Records, Collin County, Texas;

THENCE North 89° 38' 12" East, leaving said east line and common corner, and with a north line of said Tollway/Outer Loop, L.P. tract, same being common with the south line of said G Bar 7, LTD tract, a distance of 307.51 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving said common line, over and across said Tollway/Outer Loop, L.P. tract, the following eight (8) courses and distances:

South 00° 21' 48" East, a distance of 480.39 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 27° 02' 29" East, a distance of 59.85 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 27° 52' 14" East, a distance of 50.00 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non–tangent curve to the left having a central angle of 05° 45' 28", a radius of 515.00 feet and a chord bearing and distance of South 59° 15' 02" West, 51.73 feet;

With said curve to the left, an arc distance of 51.75 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 33° 37' 42" East, a distance of 144.26 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 57° 34' 12" East, a distance of 120.17 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 76° 41' 02" East, a distance of 50.02 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 89° 38' 12" East, a distance of 484.27 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner in an east line of the above mentioned Tollway/Outer Loop, L.P. tract, same being common with the west line of that tract of land conveyed to Stiles Family Limited Partnership, according to the document filed of record in Document Number 97–0009838, Official Public Records, Collin County, Texas;

THENCE South 00° 14' 13" East, with said common line, a distance of 1,355.25 feet to a 1/2–inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, L.P. tract, being common with the southwest corner of said Stiles Family Limited Partnership tract;

THENCE North 89° 32' 06" East, leaving said common corner and with a north line of said Tollway/Outer Loop, L.P. tract, same being common with south line of said Stiles Family Limited Partnership tract, a distance of 45.12 feet to the beginning of a non–tangent curve to the left having a central angle of 45° 07' 42", a radius of 555.00 feet and a chord bearing and distance of South 23° 59' 42" East, 425.93 feet;

THENCE Leaving said common line, over and across said Tollway/Outer Loop, L.P. tract, the following four (4) courses and distances:

With said curve to the left, an arc distance of 437.14 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 46° 33' 33" East, a distance of 224.34 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 55° 27' 34", a radius of 645.00 feet and a chord bearing and distance of South 18° 49' 46" East, 600.24 feet;

With said curve to the right, an arc distance of 624.33 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 08° 54' 01" West, a distance of 158.57 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the south line of said Tollway/Outer Loop, L.P. tract , same being common with the north line of that tract of land conveyed to Collin County, Texas, according to the Document Number 20160930001319650, Official Public Records, Collin County, Texas, at the beginning of a curve to the right having a central angle of 01° 44' 53", a radius of 2,950.00 feet and a chord bearing and distance of North 81° 05' 59" West, 90.00 feet;

THENCE With said curve to the right, and with the south line of above mentioned Tollway/Outer Loop, L.P. tract, being common with the north line of said Collin County, Texas tract, an arc distance of 90.00 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving said common line, over and across said Tollway/Outer Loop, L.P. tract, the following eight (8) courses and distances:

North 08° 54' 01" East, a distance of 158.57 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 55° 27' 34", a radius of 555.00 feet and a chord bearing and distance of North 18° 49' 46" West, 516.48 feet;

With said curve to the left, an arc distance of 537.21 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 46° 33' 33" West, a distance of 143.02 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 88° 26' 27" West, a distance of 21.21 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 43° 26' 27" West, a distance of 36.23 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 41° 33' 14", a radius of 625.00 feet and a chord bearing and distance of South 64° 13' 04" West, 443.41 feet;

With said curve to the right, an arc distance of 453.28 to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 84° 59' 41" West, a distance of 140.00 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 29° 04' 20" West, a distance of 209.42 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the north line of the above mentioned Collin County, Texas tract, said being at the beginning of a non–tangent curve to the right having a central angle of 01° 41' 57", a radius of 3,032.78 feet and a chord bearing and distance of North 60° 03' 58" West, 89.94 feet;

THENCE With said Collin County, Texas tract, the following four (4) courses and distances:

With said curve to the right, an arc distance of 89.94 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 58° 58' 36" West, a distance of 558.92 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 18° 56' 54", a radius of 4,004.94 feet and a chord bearing and distance of North 68° 18' 46" West, 1,318.44 feet;

With said curve to the left, an arc distance of 1,324.47 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a tangent curve to the left having a central angle of 01° 08' 47", a radius of 4,004.94 feet and a chord bearing and distance of North 78° 21' 36" West, 80.13 feet;

With said curve to the left, an arc distance of 80.13 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non–tangent curve to the left having a central angle of 19° 10' 05", a radius of 560.00 feet and a chord bearing and distance of North 01° 28' 54" West, 186.47 feet;

THENCE Leaving the above mentioned north line, over and across the above mentioned Tollway/Outer Loop, L.P. tracts, the following twenty–nine (29) courses and distances:

With said curve to the left, an arc distance of 187.35 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 50° 17' 38" West, a distance of 15.60 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non–tangent curve to the right having a central angle of 01° 09' 24", a radius of 175.00 feet and a chord bearing and distance of North 86° 48' 03" West, 3.53 feet;

With said curve to the right, an arc distance of 3.53 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 03° 46' 40" East, a distance of 50.00 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non–tangent curve to the left having a central angle of 44° 21' 32", a radius of 125.00 feet and a chord bearing and distance of North 71° 35' 54" East, 94.38 feet;

With said curve to the left, an arc distance of 96.78 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a compound curve to the left having a central angle of 08° 59' 43", a radius of 375.00 feet and a chord bearing and distance of North 44° 55' 16" East, 58.81 feet;

With said curve to the left, an arc distance of 58.87 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 80° 21' 14" West, a distance of 134.69 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 21° 57' 09" East, a distance of 205.31 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 15° 51' 54" East, a distance of 56.05 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 36' 02" West, a distance of 250.00 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 23' 58" West, a distance of 1,124.50 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 36' 02" West, a distance of 103.84 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 23' 58" West, a distance of 119.86 feet to the POINT OF BEGINNING, and containing 121.255 acres of land, more or less.

CAMBRIDGE CROSSING PHASE ONE (TRACT TWO)
STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Tollway/Outer Loop, L.P.,, a Texas limited partnership, is the owner of a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of a tract of land conveyed to Tollway/Outer Loop, L.P., according to the document filed of record in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being a portion of that tract of land conveyed to Tollway/Outer Loop, L.P., according to the document filed of record in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being all of that tract of land conveyed to Celina Independent School District, according to the document filed of record in Document Number 20160802001000860, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 3/8–inch iron rod found for the most westerly, northwest corner of said Tollway/Outer Loop, L.P. tract, same being common with the southwest corner of that tract of land conveyed to Planetial, LP, according to the document filed of record in Document Number 20091016001276920, Official Public Records, Collin County, Texas;

THENCE South 70° 08' 28" East, leaving said common corner, a distance of 2,416.11 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set in the north line of said Tollway/Outer Loop tract, same being the south line of that tract of land conveyed to Collin County, Texas, according to the Document Number 20160930001319650, Official Public Records, Collin County, Texas, for the POINT OF BEGINNING of the tract of land described herein, being the beginning of a non–tangent curve to the left having a central angle of 01° 18' 46", a radius of 3,500.00 feet and a chord bearing and distance of South 78° 48' 41" East, 80.20 feet;

THENCE With said curve to the left, and with the south line of said Collin County, Texas tract, common with the north line of above mentioned Tollway/Outer Loop, L.P. tract, an arc distance of 80.20 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving said common line, over and across said Tollway/Outer Loop, L.P. tract, and the above mentioned Tollway/Outer Loop, L.P. tract recorded in Document Number 20140827000927480, the following fifteen (15) courses and distances:

South 15° 11' 21" West, a distance of 597.46 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 11° 28' 42", a radius of 500.00 feet and a chord bearing and distance of South 20° 55' 42" West, 100.00 feet;

With said curve to the right, an arc distance of 100.17 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the left having a central angle of 11° 28' 42", a radius of 250.00 feet and a chord bearing and distance of South 20° 55' 42" West, 50.00 feet;

With said curve to the left, an arc distance of 50.08 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 15° 11' 21" West, a distance of 380.34 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 11° 34' 40", a radius of 714.21 feet and a chord bearing and distance of South 18° 31' 27" West, 144.08 feet;

With said curve to the right, an arc distance of 144.32 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24° 35' 00" West, a distance of 441.66 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 13° 08' 02", a radius of 375.00 feet and a chord bearing and distance of South 18° 00' 59" West, 85.77 feet;

With said curve to the left, an arc distance of 85.96 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 79° 25' 49" West, a distance of 50.01 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non–tangent curve to the right having a central angle of 13° 14' 14", a radius of 425.00 feet and a chord bearing and distance of North 17° 57' 52" East, 97.97 feet;

With said curve to the right, an arc distance of 98.19 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 24° 35' 00" East, a distance of 441.66 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 11° 40' 50", a radius of 665.76 feet and a chord bearing and distance of North 18° 27' 06" East, 135.49 feet;

With said curve to the left, an arc distance of 135.73 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 15° 11' 21" East, a distance of 380.73 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 11° 28' 42", a radius of 250.00 feet and a chord bearing and distance of North 09° 27' 00" East, 50.00 feet;

With said curve to the left, an arc distance of 50.08 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the right having a central angle of 11° 28' 42", a radius of 500.00 feet and a chord bearing and distance of North 09° 27' 00" East, 100.00 feet;

With said curve to the right, an arc distance of 100.17 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 15° 11' 21" East, a distance of 591.86 feet to the POINT OF BEGINNING, and containing 2.531 acres of land, more or less.

CAMBRIDGE CROSSING PHASE ONE (TRACT THREE)
STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Tollway/Outer Loop, L.P.,, a Texas limited partnership, is the owner of a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of a tract of land conveyed to Tollway/Outer Loop, L.P., according to the document filed of record in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being a portion of that tract of land conveyed to Tollway/Outer Loop, L.P., according to the document filed of record in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being all of that tract of land conveyed to Celina Independent School District, according to the document filed of record in Document Number 20160802001000860, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2–inch iron rod with a yellow cap found for an inner ell corner of that tract of land conveyed to Collin County, Texas, according to Document Number 20160930001319650, Official Public Records, Collin County, Texas, same being the northwest corner of that tract of land conveyed to Celina Stearman 39, L.P., according to the Document Number 20070605000757520, Official Public Records, Collin County, Texas;

THENCE South 00° 45' 23" East, leaving said common corner, a distance of 36.76 feet to a point for corner in the west line of said Celina Stearman 39 tract, same being the northeast corner of above mentioned Tollway/Outer Loop tract, recorded in Document Number 20140827000927470;

THENCE South 89° 16' 47" West, with the north line of said Tollway/Outer Loop tract, common line being the south line of above mentioned Collin County, Texas tract, a distance of 18.96 feet to the beginning of a non–tangent curve to the right having a central angle of 08° 52' 24", a radius of 3,450.00 feet and a chord bearing and distance of North 86° 17' 01" West, 533.76 feet;

THENCE with said curve to the right and said common line, an arc distance of 534.29 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set at the POINT OF BEGINNING;

THENCE leaving said common line, over and across said Tollway/Outer Loop, L.P. tract, the following seven (7) courses and distances:

South 08° 54' 01" West, a distance of 111.87 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 21° 08' 56", a radius of 1,045.00 feet and a chord bearing and distance of South 19° 28' 29" West, 383.54 feet;

With said curve to the right, an arc distance of 385.73 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 59° 57' 03" West, a distance of 90.00 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 30° 02' 57" East, a distance of 918.01 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 21° 08' 56", a radius of 955.00 feet and a chord bearing and distance of North 19° 28' 29" East, 350.51 feet;

With said curve to the left, an arc distance of 352.51 to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 08° 54' 01" East, a distance of 111.87 feet to a 1/2–inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the north line of said Tollway/Outer Loop, L.P. tract, same being common with the south line of above mentioned Collin County, Texas tract, being the beginning of a non–tangent curve to the left having a central angle of 01° 29' 41", a radius of 3450.00 feet and a chord bearing and distance of South 81° 05' 59" East, 90.00 feet;

THENCE With said curve to the left, and with said common line, an arc distance of 90.00 feet to the POINT OF BEGINNING, and containing 2.890 acres of land, more or less.

TRACT ONE
1 SCHOOL SITE
328 RESIDENTIAL LOTS (CAMBRIDGE
14 HOA LOTS
121.255 ACRES

TRACT TWO
2.531 ACRES
CROSSING ROW)

TRACT THREE
2.890 ACRES
(HUDDLESTON
ROW)

CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T. STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017

SCALE: 1"=60'

OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469–742–9100

OWNER/DEVELOPER
TOLLWAY/UTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214–691–2556
CONTACT: MATT ALEXANDER P.E.



ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	90°00'00"	45.00'	45.00'	70.69'	N44°23'58"E 63.64'
C2	90°00'00"	45.00'	45.00'	70.69'	N44°23'58"E 63.64'
C3	28°52'23"	250.00'	64.36'	125.98'	S76°09'50"E 124.65'
C4	4°56'42"	500.00'	21.59'	43.15'	N01°52'19"E 43.14'
C5	4°56'42"	500.00'	21.59'	43.15'	N01°52'19"E 43.14'
C6	50°01'11"	400.00'	186.61'	349.20'	N24°24'32"E 338.22'
C7	44°21'32"	150.00'	61.15'	116.13'	N71°35'54"E 113.25'
C8	24°13'13"	250.00'	53.64'	105.68'	S78°29'25"E 104.90'
C9	6°34'44"	500.00'	28.74'	57.41'	N86°06'36"E 57.38'
C10	6°34'44"	1000.00'	57.48'	114.82'	N86°06'36"E 114.76'
C11	41°35'36"	150.00'	56.97'	108.89'	N68°36'11"E 106.52'
C12	20°09'06"	150.00'	26.65'	52.76'	S10°40'34"E 52.49'
C13	21°26'30"	340.00'	64.37'	127.24'	N58°31'38"E 126.50'
C14	34°47'53"	250.00'	78.34'	151.84'	N81°25'38"W 149.51'
C15	27°18'16"	150.00'	36.43'	71.48'	S22°28'43"E 70.81'
C16	55°35'39"	375.00'	197.69'	363.86'	N22°47'31"E 349.76'
C17	8°53'31"	250.00'	19.44'	38.80'	N00°33'34"W 38.76'
C18	41°33'14"	600.00'	227.64'	435.15'	N64°13'04"E 425.68'
C19	85°17'42"	349.97'	322.35'	520.99'	S43°14'34"E 474.20'
C20	29°17'53"	500.00'	130.70'	255.67'	S15°14'58"E 252.90'

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C21	12°17'42"	700.00'	75.40'	150.21'	S36°02'46"E 149.92'
C22	41°35'36"	350.00'	132.93'	254.08'	S21°23'49"E 248.54'
C23	68°18'02"	225.00'	152.62'	268.22'	S33°32'59"W 252.61'
C24	31°12'51"	500.00'	139.67'	272.40'	S52°05'34"W 269.04'
C25	25°38'38"	540.00'	122.90'	241.69'	S49°18'27"W 239.67'
C26	43°10'41"	250.00'	98.93'	188.40'	N21°57'08"W 183.97'
C27	12°31'48"	250.00'	27.45'	54.67'	N19°48'03"W 54.56'
C28	126°55'20"	150.00'	300.34'	332.28'	N26°10'32"E 268.39'
C29	12°34'06"	231.50'	25.49'	50.78'	S83°57'10"E 50.68'
C30	59°12'21"	163.50'	92.89'	168.95'	N72°43'43"E 161.53'
C31	21°45'16"	461.50'	88.68'	175.23'	N78°53'10"E 174.17'
C32	15°17'39"	211.50'	28.40'	56.46'	N60°21'42"E 56.29'
C33	16°44'02"	500.00'	73.54'	146.03'	N61°04'53"E 145.51'
C34	5°27'51"	250.00'	11.93'	23.84'	N34°33'12"W 23.83'
C35	32°25'45"	150.00'	43.62'	84.90'	N16°48'54"W 83.77'
C36	36°41'05"	200.00'	66.31'	128.05'	N18°56'35"W 125.88'
C37	24°59'29"	250.00'	55.40'	109.05'	N40°13'08"E 108.18'
C38	20°05'00"	250.00'	44.27'	87.63'	N37°45'53"E 87.18'
C39	8°13'33"	250.00'	17.98'	35.89'	S85°17'12"W 35.86'
C40	14°13'35"	250.00'	31.20'	62.07'	N82°17'11"E 61.91'

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That TOLLWAY/OUTER LOOP, L.P., and Celina ISD acting herein by and through his/her(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as CAMBRIDGE CROSSING PHASE ONE addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated, for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.

The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as show hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easments to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including but without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

This plat is hereby adopted by the Owners and approved by the City of Celina (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: The portion of Lots 1X Block G as shown on the plat are called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas

WITNESS, my hand this the _____ day of _____, 2017.

TOLLWAY/OUTER LOOP, L.P. CELINA ISD
By: _____ By: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared _____, TOLLWAY/OUTER LOOP, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

Notary Public in and for the State of Texas

My Commission Expires On: _____

My Commission Expires On: _____

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, John L. Melton, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

"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" (Release Date: 3/22/2017)

John L. Melton
Texas Registration No. 4268

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared John L. Melton, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T1	S11°58'28"E	22.82'
T2	S66°22'49"E	55.07'
T4	S00°36'02"E	25.00'
T5	N69°14'53"E	28.82'
T6	S69°14'53"W	25.00'
T7	N42°11'37"W	25.00'
T8	S37°17'08"E	25.00'
T9	N37°17'08"W	25.00'
T10	N31°49'17"W	24.62'
T11	N20°33'05"W	25.00'
T12	N89°45'47"E	80.00'
T13	N13°32'09"W	21.77'
T14	S00°21'48"E	25.00'
T15	N43°32'29"W	5.19'
T16	N33°01'46"W	18.88'
T17	S08°49'35"E	54.66'
T18	S89°23'58"W	42.62'
T19	N24°59'12"E	25.00'
T20	N53°52'10"E	15.00'
T21	S84°59'41"W	25.00'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T22	N03°53'12"E	24.59'
T23	S39°24'40"E	25.00'
T24	N43°26'27"E	96.23'
T25	N52°43'09"E	25.00'
T27	N37°17'08"W	135.96'
T28	N68°00'32"E	181.44'
T29	N89°23'58"E	35.38'
T30	S20°45'07"E	156.34'
T31	N47°48'23"E	150.61'
T32	S42°11'37"E	84.54'
T33	N75°10'24"E	25.00'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T34	S60°30'02"E	14.57'
T35	S33°57'52"W	14.85'
T36	S8°21'12"W	14.30'
T37	N81°28'15"W	13.94'
T38	S5°03'47"W	14.78'
T39	N87°04'48"W	12.91'
T44	S25°43'03"W	15.12'
T45	N54°16'48"W	15.45'
T46	N41°34'24"E	25.00'
T47	S45°14'13"E	21.21'
T48	S44°45'47"W	21.21'
T50	N16°25'07"E	25.00'
T51	N9°53'55"E	36.18'
T52	N87°11'37"W	14.14'
T53	S2°48'23"W	14.14'
T55	S57°59'00"W	27.16'
T56	S2°30'15"W	15.10'
T57	N83°53'37"W	13.76'
T58	N44°23'58"E	14.14'
T59	N44°38'39"W	13.90'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T60	N23°24'14"W	14.63'
T63	N70°38'37"E	14.63'
T65	N44°23'58"E	14.14'
T66	S45°36'02"E	14.14'
T67	S44°23'58"W	14.14'
T68	N45°36'02"W	14.14'
T69	N44°23'58"E	14.14'
T70	S45°36'02"E	14.14'
T71	S44°23'58"W	14.14'
T72	N45°36'02"W	14.14'
T73	N45°36'02"W	14.14'
T74	N44°23'58"E	14.14'
T75	S45°36'02"E	14.14'
T76	N44°23'58"E	14.14'
T77	N39°36'17"E	14.85'
T78	S46°25'22"E	14.34'
T79	N85°20'55"E	14.96'
T80	N3°46'19"E	14.38'
T81	N74°39'48"W	30.81'
T83	S4°53'42"E	25.00'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T84	S61°09'51"E	42.75'
T85	N73°02'38"E	29.15'
T86	S53°46'46"W	43.14'
T87	S13°20'06"W	41.47'
T88	N40°36'20"W	20.00'
T89	N36°10'25"E	14.14'
T90	S53°49'35"E	14.14'
T91	S45°36'02"E	14.14'
T92	S44°23'58"W	14.14'
T93	S50°49'57"W	13.23'
T94	N44°17'25"W	13.67'
T95	S39°59'41"W	14.14'
T96	N52°44'54"W	13.45'
T98	N35°30'13"E	58.33'

EASEMENT LOT LINE TABLE		
LINE	BEARING	LENGTH
T102	N74°07'56"E	10.05'
T105	S6°29'27"E	20.82'
T106	S6°29'27"E	30.17'
T107	N0°36'02"W	50.00'
T108	N0°36'02"W	50.00'
T111	S89°04'35"W	36.86'
T112	S89°04'35"W	31.12'
T113	S0°55'25"E	20.00'

EASEMENT

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C67	89°59'10"	35.00'	34.99'	54.97'	N44°24'23"E 49.49'
C68	89°59'10"	65.00'	64.98'	102.09'	N44°24'23"E 91.91'

REVISED:

DOCUMENT NUMBER

10 OF 11

(PLAN # P-201703-02)

1401 Packet Pg. 814

CONSTRUCTION PLAT
CAMBRIDGE CROSSING PHASE ONE
(126.676 ACRES)

TRACT ONE	TRACT TWO	TRACT THREE
1 SCHOOL SITE	2.531 ACRES	2.890 ACRES
328 RESIDENTIAL LOTS	(CAMBRIDGE	(HUDDLESTON
14 HOA LOTS	CROSSING ROW)	ROW)
121.255 ACRES		

AN ADDITION TO THE CITY OF CELINA
RICHARD ALDERSON SURVEY, ABST. 7,
F.D. GARY SURVEY, ABST. 360,
T STATEN SURVEY, ABST. 806
AND I.C. WILLIAMSON SURVEY, ABST. 943
COLLIN COUNTY, TEXAS

AUGUST, 2017 SCALE: 1"=60'

OWNER OF LOT 31, BLOCK H
CELINA ISD
205 S. COLORADO
CELINA, TX 75009
469-742-9100

OWNER/DEVELOPER
TOLLWAY/OUTER LOOP, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556

CONTACT: MATT ALEXANDER P.E.



ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT : GABRIEL NOVAK

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
12	A	6000	0.14
13	A	6000	0.14
14	A	6000	0.14
15	A	6000	0.14
16	A	6000	0.14
17	A	6000	0.14
18	A	7515	0.17
19	A	12498	0.29
20	A	7435	0.17
21	A	6025	0.14
22	A	6000	0.14
23	A	6000	0.14
24	A	6000	0.14
25	A	6000	0.14
26	A	6000	0.14
27	A	6000	0.14
28	A	6000	0.14
29	A	6000	0.14
30	A	6000	0.14
31	A	6000	0.14
32	A	6000	0.14
33	A	6000	0.14
34	A	6000	0.14
35	A	6000	0.14
36	A	6000	0.14
37	A	6000	0.14
38	A	6000	0.14
39	A	6000	0.14
40	A	6000	0.14
41	A	6000	0.14
42	A	6000	0.14
43	A	6000	0.14
44	A	7150	0.16

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	B	12814	0.29
2	B	8516	0.20
3	B	8188	0.19
4	B	8965	0.21
5	B	9501	0.22
6	B	13039	0.30
7	B	7800	0.18
8	B	7800	0.18
9	B	7800	0.18
10	B	7800	0.18
11	B	7800	0.18
12	B	7800	0.18
13	B	7800	0.18
14	B	7800	0.18
15	B	7800	0.18
16	B	7800	0.18
17	B	9497	0.22
18	B	7607	0.17
19	B	6250	0.14
20	B	6250	0.14
21	B	6250	0.14
22	B	6250	0.14
23	B	6250	0.14
24	B	6250	0.14
25	B	6250	0.14
26	B	6250	0.14
27	B	6192	0.14
28	B	8503	0.20
29	B	12485	0.29
30	B	7555	0.17
31	B	6228	0.14
32	B	6784	0.16
33	B	6121	0.14
34	B	7295	0.17

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
35	B	6121	0.14
36	B	6121	0.14
37	B	8318	0.19
38	B	7150	0.16
39	B	6000	0.14
40	B	6000	0.14
41	B	6000	0.14
42	B	6000	0.14
43	B	6000	0.14
44	B	6000	0.14
45	B	6000	0.14
46	B	6000	0.14
47	B	6000	0.14
48	B	6000	0.14
49	B	6000	0.14
50	B	6000	0.14
51	B	6000	0.14
52	B	6000	0.14
53	B	6030	0.14
54	B	6369	0.15
55	B	6439	0.15
56	B	6980	0.16
57	B	15275	0.35
58	B	10669	0.24
59	B	14147	0.32
60	B	8911	0.20
61	B	7851	0.18
62	B	7589	0.17
63	B	7611	0.17
64	B	7636	0.18
65	B	7661	0.18
66	B	7686	0.18
67	B	7711	0.18
68	B	7736	0.18

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	C	7114	0.16
2	C	6000	0.14
3	C	6000	0.14
4	C	6000	0.14
5	C	6000	0.14
6	C	6000	0.14
7	C	6000	0.14
8	C	6000	0.14
9	C	6000	0.14
10	C	6000	0.14
11	C	6000	0.14
12	C	6000	0.14
13	C	6000	0.14
14	C	6000	0.14
15	C	6000	0.14
16	C	6000	0.14
17	C	6000	0.14
18	C	6000	0.14
19	C	6000	0.14
20	C	6000	0.14
21	C	6000	0.14
22	C	6000	0.14
23	C	6000	0.14
24	C	7150	0.16
25	C	7150	0.16
26	C	6000	0.14
27	C	6000	0.14
28	C	6000	0.14
29	C	6000	0.14
30	C	6000	0.14
31	C	6000	0.14
32	C	6000	0.14
33	C	6000	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
34	C	6000	0.14
35	C	6000	0.14
36	C	6000	0.14
37	C	6000	0.14
38	C	6000	0.14
39	C	6000	0.14
40	C	6000	0.14
41	C	6000	0.14
42	C	6000	0.14
43	C	6000	0.14
44	C	6000	0.14
45	C	6000	0.14
46	C	6000	0.14
47	C	6000	0.14
48	C	7150	0.16

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	D	7150	0.16
2	D	6000	0.14
3	D	6000	0.14
4	D	6000	0.14
5	D	6000	0.14
6	D	6000	0.14
7	D	6000	0.14
8	D	6000	0.14
9	D	6000	0.14
10	D	6000	0.14
11	D	6000	0.14
12	D	6000	0.14
13	D	6000	0.14
14	D	6000	0.14
15	D	6000	0.14
16	D	6000	0.14
17	D	6000	0.14
18	D	6000	0.14
19	D	6000	0.14
20	D	6000	0.14
21	D	7740	0.18
22	D	10128	0.23
23	D	8542	0.20
24	D	8232	0.19
25	D	7929	0.18
26	D	7801	0.18
27	D	7800	0.18
28	D	8862	0.20
29	D	9728	0.22
30	D	9716	0.22
31	D	10890	0.25

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	E	7150	0.16
2	E	6000	0.14
3	E	6000	0.14
4	E	6000	0.14
5	E	6000	0.14
6	E	6000	0.14
7	E	6000	0.14
8	E	6000	0.14
9	E	6000	0.14
10	E	7150	0.16
11	E	7114	0.16
12	E	6000	0.14
13	E	6000	0.14
14	E	6000	0.14
15	E	6000	0.14
16	E	6000	0.14
17	E	6000	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
18	E	6000	0.14
19	E	6000	0.14
20	E	7150	0.16

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	F	9328	0.21
2	F	7800	0.18
3	F	7800	0.18
4	F	7800	0.18
5	F	7800	0.18
6	F	7800	0.18
7	F	7800	0.18
8	F	7800	0.18
9	F	7800	0.18
10	F	7800	0.18
11	F	7800	0.18
12	F	7800	0.18
13	F	7800	0.18
14	F	7949	0.18
15	F	7781	0.18
16	F	7800	0.18
17	F	7800	0.18
18	F	7800	0.18
19	F	7800	0.18
20	F	7800	0.18
21	F	7800	0.18
22	F	7800	0.18
23	F	7800	0.18
24	F	7818	0.18
25	F	7987	0.18
26	F	8301	0.19
27	F	8386	0.19
28	F	10933	0.25

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	G	9253	0.21
2	G	8164	0.19
3	G	7809	0.18
4	G	7869	0.18
5	G	8053	0.18
6	G	7983	0.18
7	G	7869	0.18
8	G	7869	0.18
9	G	7869	0.18
10	G	7869	0.18
11	G	7869	0.18
12	G	7869	0.18
13	G	10720	0.25
14	G	9443	0.22
15	G	9531	0.22
16	G	10130	0.23
17	G	8758	0.20
18	G	9611	0.22
19	G	9067	0.21
20	G	8197	0.19
21	G	8197	0.19
22	G	15864	0.36
23	G	11361	0.26
24	G	8273	0.19
25	G	7860	0.18
26	G	8972	0.21
27	G	13223	0.30
28	G	9936	0.23
29	G	9960	0.23
30	G	14177	0.33
31	G	12803	0.29

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	H	15847	0.36
2	H	10777	0.25
3	H	10361	0.24
4	H	10361	0.24
5	H	10361	0.24
6	H	10361	0.24
7	H	10361	0.24
8	H	10361	0.24
9	H	10361	0.24
10	H	12553	0.29
11	H	10890	0.25
12	H	11421	0.26
13	H	19123	0.44
14	H	15767	0.36
15	H	7468	0.17
16	H	8347	0.19
17	H	7074	0.16
18	H	7074	0.16
19	H	8468	0.19
20	H	8615	0.20
21	H	8848	0.20
22	H	9213	0.21
23	H	11326	0.26
24	H	10508	0.24
25	H	10508	0.24
26	H	10372	0.24
27	H	10360	0.24
28	H	10360	0.24
29	H	11059	0.25
30	H	13454	0.31

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	I	14501	0.33
2	I	7800	0.18
3	I	7794	0.18
4	I	7923	0.18
5	I	9691	0.22
6	I	9810	0.23
7	I	10340	0.24
8	I	13673	0.31
9	I	12662	0.29
10	I	10380	0.24
11	I	10392	0.24
12	I	14835	0.34
13	I	14943	0.34
14	I	13541	0.31
15	I	16051	0.37
16	I	11563	0.27
17	I	14520	0.33
18	I	18295	0.42
19	I	16898	0.39
20	I	13652	0.31
21	I	15578	0.36
22	I	14987	0.34
23	I	14824	0.34
24	I	9446	0.22
25	I	9676	0.22
26	I	9104	0.21

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	J	14361	0.33
2	J	10360	0.24
3	J	10360	0.24
4	J	10360	0.24
5	J	10567	0.24

LOT AREA TABLE	
----------------	--



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robyn Miga, Planner
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re: Hawthorn Creek Business Park Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Hawthorn Creek Business Park, being a ± 5 acre tract of land, situated in the Freeman Wilkerson Survey, Abstract No. 1411, Denton County, Texas. The property is generally located north and west of Parvin Road, south of Crutchfield Road, and west of Smiley Road. (Hawthorn Creek Business Park) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Hawthorn Creek Business Park and determined that the outstanding comments are minor in nature and can be addressed prior to scheduling a pre-construction meeting.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously approved the Construction Plat at the August 15, 2017 meeting.

Alternatives:

n/a

Financial Considerations:

n/a

Legal Review:

n/a

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval pending all outstanding comments be addressed prior to scheduling a pre-construction meeting.

PROPERTY OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF _____

WHEREAS, TRAVADI INVESTMENTS, LLC is(are) the Owner(s) of a tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, Denton County, Texas and being out of a 5,000 acre tract conveyed to him/her(them) by TRAVIS TRAVIS & MURPHY INC., and being more particularly described as follows:

Situated in the County of Denton, State of Texas, being a part of the Freeman Wilkerson Survey, Abstract No. 1411, and being the same tract of land described as 5,000 acres conveyed by Travis Travis & Murphy Inc. to Travadi Investments, LLC as shown by deed of record in Denton County Clerk File No. 2017-38155, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point for the Southeast corner of the said Cosper tract 4 feet North of the centerline of the pavement of a public road locally known as Parvin Road, said point being in a West line of the same tract of land described as 97.547 acres tract conveyed to Cadg Sutton Fields, LLC by of record in DCCF# 2015-30387, of said Official Public Records;

Thence South 89°24'31" West along said road a distance of 820.00 feet to a 1/2" steel rod found maintaining the Southwest corner of the said Cosper tract, said rod lying 6.6 feet North of said center of pavement and in an East line of the said 97.547 acre tract;

Thence North 00°27'24" West, passing a 1/2" steel rod in concrete found on the North side of said road at 21.06 feet and continuing for a total distance of 265.61 feet to a point for the Northwest corner of the said Cadg tract and an inside "L" corner to the said 97.547 acre tract form which a 1/2" steel rod (not in concrete) lies North 82° West a distance of 1 foot;

Thence North 89°24'31" East a distance of 820.00 feet to a 1/2" steel rod in concrete found maintaining the Northeast corner of the said Cadg tract and an inside "L" corner to the said 97.547 acre tract;

Thence South 00°27'24" East, passing a 1/2" steel rod in concrete found on the said North side of road at 240.4 feet and continuing for a total distance of 265.61 feet to the Point-of-Beginning and containing 5,000 acres (217,800 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That TRAVADI INVESTMENTS, LLC, does hereby adopt this plat designating the herein above described property as TRAVADI BUSINESS PARK in addition to Denton County, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. Denton County, the City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. Denton County, the City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas.

WITNESS, my hand this the ____ day of , 2017.

By: _____
Authorized Signature of Owner
Dale Travis
Managing Partner

Dale Travis Managing Partner
Printed Name and Title

STATE OF TEXAS
COUNTY OF _____

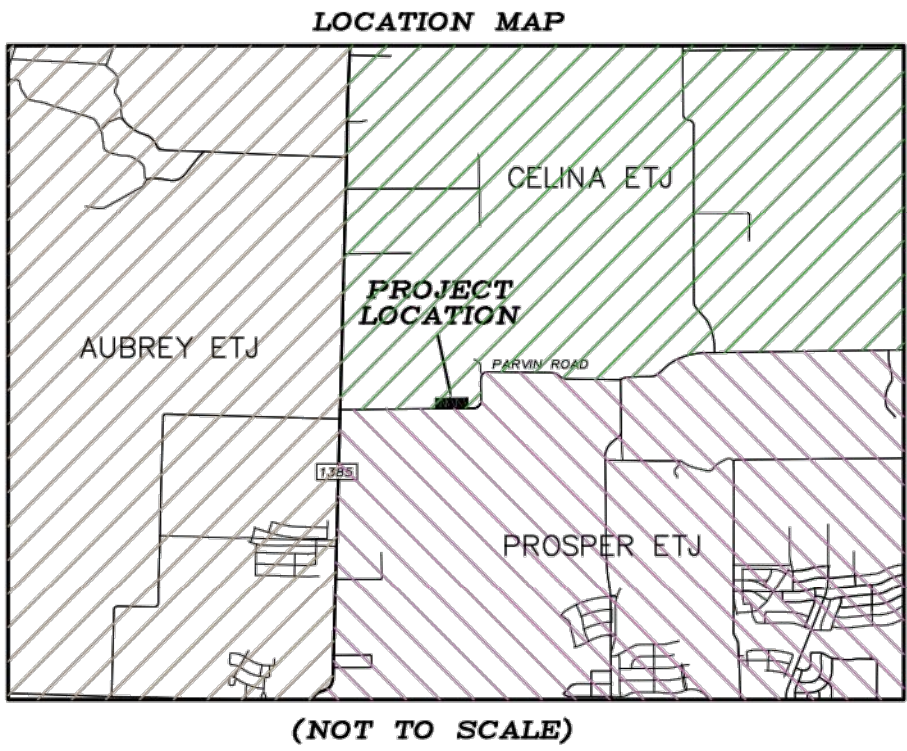
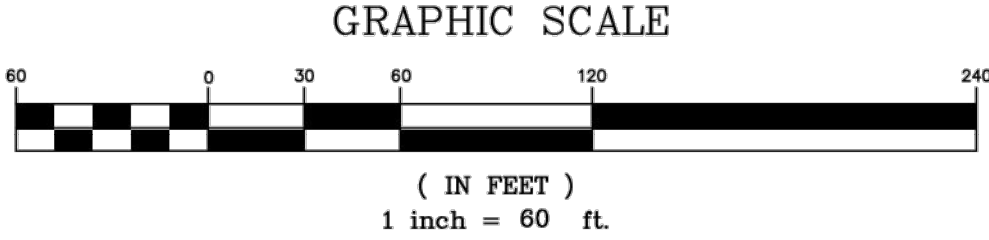
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared DALE TRAVIS, Managing Partner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my and seal of office, this ____ day of , 2017.

~ GENERAL NOTES ~

- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits. Rev. 5-10-16 B
- The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a paved surface in accordance with the City of Celina's paving standards for fire lanes, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
- The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to add to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.
- Electrical service is provided by Oncor Electrical Delivery.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
- The City of Celina will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- Neither the City of Celina nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
- The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
- The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by FIRM Map No. 48181C0168F, Dated September 28, 2010.
- Property owner will be responsible for maintaining private water, sewer and storm lines. Property owner will also be responsible for maintenance of stormwater detention facilities.

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE



SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date _____

STATE OF TEXAS
COUNTY OF GRAYSON

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Douglas W. Underwood, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas
My Commission Expires On: _____

PROPERTY LOCATION STATEMENT

This property is located in the corporate limits [or the extraterritorial jurisdiction] of the City of Celina, County, Texas.

Signature of Mayor _____ Date of Approval _____

ATTEST:

City Secretary _____ Date _____

APPROVAL

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: _____
Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson _____ Date of Recommendation _____

APPROVED BY: _____
City Council
City of Celina, Texas

Signature of Mayor _____ Date of Approval _____

ATTEST:

City Secretary _____ Date _____

CONSTRUCTION PLAT
HAWTHORN CREEK BUSINESS PARK

AN ADDITION TO THE
CITY OF CELINA
DENTON COUNTY, TEXAS
BEING 5,000 ACRES IN THE
FREEMAN WILKERSON SURVEY, ABSTRACT NO. 1411
04/26/17
CITY OF CELINA FILE NO. _____

OWNERS / DEVELOPER
TRAVADI INVESTMENTS, LLC
7165 RAWLINS LN
FRISCO, TX 75034-4440

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: September 12, 2017
Re:

Action Requested:

Consider and act upon a request for variance from the City's Code of Ordinances regarding the distribution of alcohol and consumption of same on the downtown square during the Emmitt Smith Charities Bike Race on Saturday, September 30, 2017 from 7:00am-2:00pm. (Matehuala)

Background Information:

The City has received a written request for variance to serve alcoholic beverages at the Emmitt Smith Charities Bike Race on Saturday, September 30, 2017.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Letter of request.

Staff Recommendation:

Pat & Emmitt Smith CHARITIES

September 7, 2017

Celina City Council
142 North Ohio Street
Celina, TX 75009

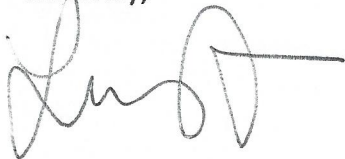
Dear City Council Members,

Pat & Emmitt Smith Charities is planning the Emmitt Smith Gran Fondo to be held on September 30, 2017. The event is a multiple route bike rally with routes that will go through the City of Celina. One of the rest stops for the event is in the city square located at 141 North Ohio Street, Celina, TX 75009.

We are asking for a one day alcohol variance from the City of Celina in order to provide beer to riders and spectators at the rest stop. Pat & Emmitt Smith Charities will purchase the beer and will provide it free of charge to riders and spectators. The rest stop is estimated to be open at 8:30 AM until 1:30 PM. Pat & Emmitt Smith Charities will also hire TABC certified servers for the entirety of the event.

If you have any questions, please contact me at Lparker@ejsmithenterprises.com or 469-628-4396.

Sincerely,



Lauren Parker
Projects and Events Manager
Pat & Emmitt Smith Charities

14902 Preston Road | Suite 404-1042 | Dallas, Texas 75254
(972) 584-0525
www.patandemmittsmithcharities.org

Attachment: City of Celina Alcohol Variance Request (Variance to serve alcoholic beverages)