



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, September 11, 2018 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees. (Metdker)
- B. Discussion regarding Proposed Budget and Tax Rate. (Toutounchian)
- C. Discussion Regarding establishing No Truck Route on Old Log Trail from CR 52 to FM 428. (Brawner)
- D. Discussion regarding Architectural Standards. (Jackson)
- E. Discussion regarding Accessory Structures. (Jackson)
- F. Discussion regarding Collin County Bond Program update. (Howard)
- G. 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 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- A. Discussion regarding potential contract with Galaxy.net.
- B. Discussion regarding Lumber Yard Project (W. Pecan Street).
- C. Discussion regarding a Cost Sharing Agreement with G-Bar 7 to upsize a sewer line.

Reconvene Into Open Session

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Constitution Week 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 - Special Meeting and Worksession - Aug 3, 2018 10:00 AM
2. City Council - Regular Meeting - Aug 14, 2018 5:00 PM
3. City Council - Public Hearing - Aug 21, 2018 5:00 PM
4. City Council - Public Hearing - Aug 28, 2018 5:00 PM

- B. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Cobb Fendley for Professional Consulting Services. (Brawner)
- C. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and EST Engineering for Professional Consulting Services. (Brawner)
- D. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Hayden and Associates for Engineering and Surveying Services. (Brawner)
- E. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Gracon Construction, Inc. in the amount of \$11,806,900.00 for the Wastewater Treatment Plant Improvements. (Brawner)
- F. Consider and act upon appointment of Robin Patton to the Library Board. (Shaw)
- G. Consider and act upon approval of the proposed sale of surplus equipment and vehicles at public auction. (Fourmentin)

- H. **2018-33R** - Consider and act upon a Resolution of the City Council of the City of Celina, Texas approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex regarding the company’s 2018 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act. (Atmos negotiated rate settlement) (DeBuff)
- I. Consider and act to authorize the City Manager to execute an amendment to a contract by and between the City of Celina and DC Ranch Homeowner’s Association for installation of street lights in the DC Ranch subdivision. (Laumer)
- J. Consider and act upon Interlocal Dispatch and Jail Services Agreements with Collin County. (Griggs)
- K. Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and Corbett Howard for Professional Services and Employment as Director of Governmental Affairs. (Laumer)

VIII. PUBLIC HEARING/ACTION:

- A. **2018 - 47** - The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 71.86 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, amending Planned Development No. 84 (PD-84), The Columns Zoning, Tracts 1 and 2. The tract is generally located north of future Punk Carter Parkway, south of CR-51, and east of Dallas North Tollway. (The Columns Zoning Amendment) (Jackson)
- B. The Celina City Council will conduct a public hearing to consider proposed assessments to be levied against the assessable property within the Glen Crossing Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. The boundaries of the District include approximately 109.09 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, directly adjacent to the west of CR 1117, and east of Private Road 5281 and CR 52. (Glen Crossing Public Hearing) (DeBuff)
- C. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an Extraterritorial Jurisdiction Development Agreement by and between the City of Celina, Texas and Celina 52 East, LP. The property is an approximately 29.303 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located south of CR-55, west of CR-1117, north of CR-53 and east of CR-52. (Glen Crossing West Development Standards) (Jackson)

- D. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an Extraterritorial Jurisdiction Development Agreement by and between the City of Celina, Texas and Celina 52 East, LP. The property is an approximately 29.515 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located approximately 1,000 feet south of Glendenning Parkway and east of future Celina Parkway (CR-6). (Greenway East Development Standards) (Jackson)
- E. **2018 - 48** - The City Council will conduct the second of two public hearings, consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 8.0 acre tract of land located in the T. McIntyre Survey, Abstract No. 903, Denton 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 tract is generally located on the east side of FM 1385 approximately 1,750 feet north of Crutchfield Road . (Celina West Marketplace Annexation) (Jackson)
- F. **2018 - 49** - The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 8.00 acre tract of land situated in the T. McIntyre Land Survey, Abstract No. 903, Denton County, Texas, from AG, Agricultural zoning district to PD-93, Planned Development zoning district No. 93, with a base zoning designation of MU-2, Mixed-Use Regional. The tract is generally located on the east side of FM 1385 and approximately 1,750 feet north of Crutchfield Drive. (Celina West Marketplace PD-93) (Jackson)
- G. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2018-2019 budget. (Toutouchian)

IX. ACTION ITEM:

- A. Consider and act to appoint Corbett Howard to the board of the McKinney Urban Transit District as representative for the City of Celina. (Laumer)
- B. **2018-34R** - Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2018-2019 budget for the Celina Economic Development Corporation. (Jackson)
- C. **2018-35R** - Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the Fiscal Year 2018-2019 budget for the Celina Community Development Corporation. (Toutouchian)
- D. **2018 - 50** - Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2018-2019 beginning October 1, 2018, and ending September 30, 2019, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Roll Call) (Toutouchian)

- E. **2018 - 51** - 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, 2018, and ending September 30, 2019, 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 1.41% and will raise taxes for maintenance and operations on a \$100,000.00 home by approximately \$-14.81. (Roll Call Vote) (Toutounchian)

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



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
CC: Andy Glasgow, Asst Director of Engineering
Date: September 11, 2018
Re:

Action Requested:

Discussion Regarding establishing No Truck Route on Old Log Trail from CR 52 to FM 428. (Brawner)

Background Information:

Pursuant to the Developer's Agreement between the City and Wynne Jackson, Inc. for the Glen Crossing development. Old Log Trail will be improved to a 36-foot wide road section within the next six (6) months. Currently, the road is unpaved and frequently used by trucks traveling from Martin Marietta's Aggregate Yard and other trucks as a cut-through to their destinations. The proposed design for the improvements to Old Log Trail utilizes the City's standard design criteria of two percent (2%) truck traffic of the average daily total. Ordinance 2014-35 gave the responsibility of placing "no truck route" signs along streets not designated as truck routes to the Director of Engineering. This ordinance also designates the truck routes through the City.

Board Review/Citizen Input:

N/A

Alternatives:

Trucks can use the designated truck routes as specified in the ordinance.

Financial Considerations:

The future maintenance to the improvements of Old Log Trail will be significantly more expensive if truck traffic is allowed to continue using this roadway after construction is complete. Allowing ten percent (10%) truck traffic volume reduces the design life from twenty (20) years to approximately ten (10) years.

Legal Review:

Existing ordinance was approved by Celina City Council on September 9, 2014.

Supporting Documents:

Developer's Agreement (Exhibit A), Truck Restriction Map (Exhibit B), Ordinance 2014-35 (Exhibit C), and Truck Route Map (Exhibit D).

Staff Recommendation:

N/A



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: September 11, 2018
Re: Zoning Ordinance Revision - Masonry Requirements

Action Requested:

Discussion regarding Architectural Standards. (Jackson)

Staff Recommendation:

N/A



Planning and Zoning Commission
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
Date: September 11, 2018
Re: Accessory Structures

Action Requested:

Discussion regarding Accessory Structures. (Jackson)

Staff Recommendation:



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: September 11, 2018
Re: <Insert Subject/RE Here>

Action Requested:

Discussion regarding Collin County Bond Program update. (Howard)

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:

N/A



**NOTICE OF
CITY COUNCIL SPECIAL MEETING AND WORKSESSION
CITY HALL CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
Friday, August 3, 2018 AT 10:00 AM**

MINUTES

I. CALL TO ORDER:

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

II. CONSENT AGENDA:

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

- A. Item A was moved to Items Moved from Consent Agenda
- B. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Dickerson Construction Company in the amount of \$281,815.80 (includes 10% contingency) for the Oklahoma Malone waterline improvements project. The bid for this project was in the amount of \$256,196.19. Contingency is included to cover unexpected costs during construction. (Brawner)
- C. **2018-29R** - Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday August 14, 2018 at 5:00 p.m. and Tuesday September 11, 2018 at 5:00 p.m., at 112 N. Colorado, Celina, Texas) for public hearings on the proposed voluntary annexation of an approximately ±8.0 acre tract of land situated in the T. McIntyre Survey, Abstract No. 903 (Celina West Marketplace Annexation) (Jackson)

Minutes Acceptance: Minutes of Aug 3, 2018 10:00 AM (Minutes Approval)

- D. **2018-30R** - Consider and act on an interlocal agreement and resolution of the City Council of the City of Celina, Texas, authorizing the Mayor to execute an interlocal agreement by and between the City of Celina, Texas and the Celina Economic Development Corporation in accordance with Texas Local Government Code Section 561.067, to extend participation in the City's health insurance benefits to employees of the Celina Economic Development Corporation and their dependents; to extend participation in the City's disability and liability insurance benefits to employees of the Celina Economic Development Corporation; and to extend participation in the Texas Municipal Retirement System to employees of the Celina Economic Development Corporation.

Items Moved from Consent Agenda:

Councilman Hopkins moved to remove Item A from the Consent Agenda. Mayor Pro Tem Anderson seconded. Motion carried. 6-yes;0-no.

1. Consider and act to propose an Ad Valorem tax rate of \$.645 (M & O 0.412986, I & S 0.232014), and set public hearing dates of Tuesday, August 21, 2018 at 5:00 p.m. and Tuesday, August 28, 2018 at 5:00 p.m. (record vote) (Toutounchian)

Councilman Nabors moved to approve the proposed Ad Valorem tax rate and set hearing dates as presented. Councilwoman Koehne seconded. Mayor Terry led a roll call vote for the proposed Ad Valorem tax rate. Webber-yes; Nabors-yes; Hopkins-yes; Roberts-yes; Koehne-yes; Anderson-yes.

III. ACTION:

1. Consider and act upon recommendation to accept proposal for the City's Bank Depository. (Toutounchian)

Mayor Pro Tem Anderson recused himself from discussion and action regarding item 1 at 10:06 a.m. and left the room. Mayor Pro Tem Anderson returned to the meeting at 10:15 a.m. Councilman Nabors moved to award Independent Bank the city's depository contract.

RESULT:	APPROVED [4 TO 1]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Mindy Koehne, Place 5
AYES:	Webber, Nabors, Hopkins, Koehne
NAYS:	Roberts
RECUSED:	Anderson

IV. WORKSESSION:

1. Discussion regarding the proposed 2018-2019 Budget and tax rate.

City Manager Jason Laumer and Director of Finance Jay Toutounchian presented the proposed budget. The City Council adjourned for lunch at 11:35 a.m. and reconvened into open session at 12:18 p.m.

2. Discussion regarding preliminary 2019-2020 Budget.

City Manager Jason Laumer talked briefly about the 2019-2020 budget.

3. Discussion regarding 10 year Capital Improvement Project (CIP) Plan.

General discussion took place on the proposed 10 year capital Improvement Project Plan.

V. ADJOURN:

There being no further discussion Mayor Terry adjourned the meeting at 1:30 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 3, 2018 10:00 AM (Minutes Approval)



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, August 14, 2018 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Bill Webber	City of Celina	Place 1	Present	
Wayne Nabors	City of Celina	Place 2	Present	5:10 PM
Andy Hopkins	City of Celina	Place 3	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees (Brawner, Cromwell)

Chief Technology Officer Scott Cromwell introduced new Information Technologies Manager Jose Mendez.

B. Discussion regarding architectural design of Fire Stations #2 and #3 by BRW Architects. (Brawner)

A representative from BRW Architects presented some proposed views and layouts of the new fire stations.

C. Discussion regarding Garver LLC services for water improvements. (Brawner)

Lance Klement with Garver presented proposed improvements and expansions to the city's water system.

D. Discussion regarding proposed Dallas North Tollway Overlay District. (Jackson)

Director of Development Services and Brooks Wilson of Wilplan presented some proposed regulations for the overlay district.

E. Discussion regarding Downtown Mural Project. (Jackson)

Director of Development Services Alexis Jackson introduced some sample artwork from artists being considered for the project. Candidate Ronnie Duwe of Duwe Brothers showed the council a few more sketches done by their firm.

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

Minutes Acceptance: Minutes of Aug 14, 2018 5:00 PM (Minutes Approval)

No other items were discussed.

III. EXECUTIVE SESSION:

The Celina City Council convened into Executive Session at 5:38 p.m. with City Manager Jason Laumer, City Attorney Lance Vanzant, Director of Engineering Kim Brawner (item C) and Chief Technology Officer Scott Cromwell (item B).

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, and 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- A. City Manager
- B. Discussion regarding city's regulations and obligations with the Gigabit City project.
- C. City of Celina v. SureTec Insurance Company; Cause No. 429-05676-2017

Reconvene Into Open Session:

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

Councilman Hopkins moved to adjust the city manager's contract as discussed (item A). Mayor Pro Tem Anderson seconded. Motion carried. 6-yes;0-no.

No other action was taken out of Executive Session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Deputy Mayor Pro Tem Nabors gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Proclamation - Special Olympian Jarred Duran

Mayor Terry and Mayor Pro Tem Anderson presented a proclamation to Gold Medal Special Olympian Jarred Duran.

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Aug 14, 2018 5:00 PM (Minutes Approval)

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jul 10, 2018 5:00 PM

- B. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Owens Tollway 10, LLC for an easement for Light Farms Way. (Columns/Light Farms Way Easement) (DeBuff)
- C. Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and AUI Partners, LLC for Construction Manager at Risk services for the expansion/construction of Old Celina Park. (DeBuff/Brawner)
- D. Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and Hill & Wilkinson General Contractors for Construction Manager at Risk services for the renovation of the City buildings located at 142 N. Ohio, 302 W. Walnut and 112 N. Colorado. (DeBuff/Brawner)
- E. Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and Hangartner, LLC for Construction Manager at Risk services for the construction of Fire Stations #2, #3 and #4. (DeBuff/Brawner)
- F. Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and BRW Architects, Inc. for architectural design services for Fire Stations #2 and #3. (DeBuff/Brawner)
- G. Consider and act to authorize and execute a contract amendment between the City of Celina and Upper Trinity Regional Water District for regional wastewater treatment capacity at the Doe Branch Reclamation Facility. (Fourmentin)
- H. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Texana Land & Asphalt in the amount of \$527,856.01 (includes 10% contingency) for the 2018 Street Improvements project. (Brawner)
- I. Consider and act to authorize the City Manager to execute Work Order #12 between the City of Celina and Garver, LLC in the amount of \$1,793,044.00 for professional services in relation to the Water Transmission Improvements. (Brawner)
- J. **2018 - 37** - Consider and act upon an ordinance of The City Council of the City Of Celina, Texas, Amending The City's Code Of Ordinances, Chapter1 General provisions; Article 1.09 Discrimination; Division 2 Fair Housing (Brawner)
- K. Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and Dunkin, Sims, and Stoffels, Inc. for \$928,014.00 for the design of Old Celina Park.

Minutes Acceptance: Minutes of Aug 14, 2018 5:00 PM (Minutes Approval)

- L. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Insituform Services in the amount of \$64,990 for cleaning and Closed Circuit Television. (Fourmentin)
- M. Consider and act to authorize the City Manager to negotiate and execute a second tower/ground lease amendment by and between the City of Celina and New Cingular Wireless PCS, LLC. (AT&T) located at the Morgan Lakes elevated storage tower. (Fourmentin)
- N. Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Economic Development Corporation and Community Development Corporation (See attached). (Terry)
- O. **2018 - 38** - Consider and act upon an ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Creeks of Legacy Public Improvement District Phase #2 Project); and approving and authorizing related agreements. (DeBuff)
- P. **2018 - 39** - Consider and act upon an ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Creeks of Legacy Public Improvement District Phase #1b Project); and approving and authorizing related agreements. (DeBuff)
- Q. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Legend Contracting, Inc. regarding impact fee assessments. (Westgate Impact Fees) (Laumer)
- R. **2018-31R** - Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor to execute the "PID Reimbursement Agreement Cambridge Crossing" between the City of Celina, Texas and Tollway/Outer Loop, L.P., a Texas Limited Partnership. (DeBuff)
- S. **2018 - 40** - Consider and act upon an ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phase #1 Project); and approving and authorizing related agreements. (DeBuff)
- T. **2018 - 44** - Consider and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a Service and Assessment Plan and Phase #1 assessment roll for Cambridge Crossing Public Improvement District; making a finding of special benefit to the property in the Phase #1 of the District; levying assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Phase #1 Major Improvement Assessments in accordance with Chapter 372, Texas Local Government Code, as amended. (DeBuff)
- U. **2018 - 41** - Consider and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a Service and Assessment Plan and Phases #2-7 assessment roll for Cambridge Crossing Public Improvement District; making a finding of special benefit to the property in the Phases #2-7 of the District; levying assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Phases #2-7 Major Improvement Assessments in accordance with Chapter 372, Texas Local Government Code, as amended. (DeBuff)

Minutes Acceptance: Minutes of Aug 14, 2018 5:00 PM (Minutes Approval)

- V. **2018-32R** - Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Sutton Fields Public Improvement District; approving a preliminary service plan and assessment plan, including proposed assessment rolls; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; noticing a public hearing for August 28, 2018 to consider an ordinance levying assessments on property located within the Cambridge Crossing Public Improvement District; directing city staff to publish and mail notice of said public hearing. (Sutton Fields PID CDR & SAP approval) (DeBuff)
- W. Consider and act to authorize the City Manager to execute an interlocal agreement by and between the City of Celina and the Celina Economic Development Corporation for the creation of and funding for various positions. (Laumer)
- X. **2018 - 45** - Consider and act upon an ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phase #2-7 Project); and approving and authorizing related agreements. (DeBuff)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider 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. The boundaries of the District include approximately 484.074 acres of land generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway. (Cambridge Crossing Public Hearing) (DeBuff)

Item A was taken before the Consent Agenda. Mayor Terry opened the hearing at 6:30 p.m. Corey Admire with Shupe, Ventura Law of Dallas, Texas, spoke on behalf of the developer requesting approval. The hearing was closed at 6:32 p.m.

- B. The City Council will conduct the first of two public hearings on the proposed voluntary annexation of an approximately 8.0 acre tract of land situated in the T. McIntyre Survey, Abstract No. 903, Denton County, Texas, and located on the east side of FM 1385 approximately 1,750 feet north of Crutchfield Road. (Celina West Marketplace Annexation)(Jackson)

Mayor Terry opened the hearing at 6:32 p.m. No public comment was received. The hearing was closed at 6:33 p.m.

IX. ACTION ITEM:

- A. **2018 - 42** - Consider and act upon an ordinance authorizing the issuance of “City of Celina, Texas, General Obligation Refunding Bonds, Series 2018”; specifying the terms and features of said bonds; levying a continuing direct annual Ad Valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date. (Toutounchian)

Jason Hughes with Hilltop Securities of 1201 Main Street, Dallas, Texas, presented the terms of the bonds.

Minutes Acceptance: Minutes of Aug 14, 2018 5:00 PM (Minutes Approval)

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

- B. **2018 - 43** - Consider and act upon an ordinance authorizing the issuance of “City of Celina, Texas, Tax and Waterworks and Sewer System (limited pledge) Revenue Certificates of Obligation, Series 2018”; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City’s combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto. (Toutounchian)

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

- C. Consider and act to authorize the City Manager to execute Work Order #11 between the City of Celina and Garver, LLC in the amount of \$466,188.00 for professional services in relation to the second phase of the Celina Road and Downtown Pump Stations improvements. (Brawner)

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

- D. 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 Greater Celina Chamber of Commerce Oktoberfest Event on Saturday, October 13, 2018 from 11:00am-10:00pm. (Chamber of Commerce)

RESULT: APPROVED [5 TO 1]
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Webber, Hopkins, Roberts, Koehne, Anderson
NAYS: Nabors

X. **ADJOURNMENT:**

There being no further comment Mayor Terry adjourned the meeting at 6:41 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 14, 2018 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL PUBLIC HEARING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, August 21, 2018 AT 5:00 PM**

MINUTES

I. CALL TO ORDER:

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

Mayor Sean Terry called the public hearing 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 2018 Ad Valorem tax rate. (Toutouchian)

Dale Bainum of 3541 Heritage Trail, Celina, Texas, asked if the city could be more transparent with how the tax money will be spent on the city's website or in the local newspaper.

III. ADJOURNMENT::

There being no further comment Mayor Terry adjourned the hearing at 5:07 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 21, 2018 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL PUBLIC HEARING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, August 28, 2018 AT 5:00 PM**

MINUTES

I. CALL TO ORDER:

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

Mayor Pro Tem Chad Anderson called the meeting to order at 5:05 p.m.

II. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed 2018 Ad Valorem tax rate. (Toutouchian)

Mayor Pro Tem Anderson opened the hearing at 5:00 p.m. Director of Finance Jay Toutouchian noted that the proposed rate is \$.645 (38.6 M&O, 25.9 I&S) No public comment was received. The hearing was closed at 5:01 p.m.

- B. 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 accepting and approving an amended and restated Service and Assessment Plan and Neighborhood Improvement Area #2 Assessment Roll for the Sutton Fields II Public Improvement District; making a finding of special benefit to the property in the District; levying special assessments against property within the District and establishing a lien on such property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments. (Sutton Fields II Levy & Assessment) (DeBuff)

(2018-46) Mayor Pro Tem Anderson opened the hearing at 5:02 p.m. No public comment was received. The hearing was closed at 5:05 p.m.

Minutes Acceptance: Minutes of Aug 28, 2018 5:00 PM (Minutes Approval)

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

III. CONSENT AGENDA:

Mayor Pro Tem Anderson announced that item "L" on the Consent Agenda would be removed and not considered. Councilman Hopkins moved to adopt the Consent Agenda without item "L".

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

- A. Consider and act to authorize the City Manager to execute a reimbursement agreement by and between the City of Celina and CADG Sutton Fields, LLC for the reimbursement of development expenditures on Sutton Fields II Public Improvement District. (DeBuff)
- B. Consider and act to authorize the City Manager to execute a landowner agreement by and between the City of Celina and CADG Sutton Fields, LLC for the Neighborhood Improvement Area #2 Improvements on Sutton Fields II Public Improvement District. (DeBuff)
- C. Consider and act to authorize the City Manager to execute a Construction, Funding and Acquisition agreement by and between the City of Celina and CADG Sutton Fields, LLC for the Neighborhood Improvement Area #2 Improvements on Sutton Fields II Public Improvement District. (DeBuff)
- D. Consider and act upon approval of the 2018-19 annual service plan update for the Lakes at Mustang Ranch Public Improvement District. (Toutouchian)
- E. Consider and act upon approval of the 2018-19 annual service plan update for the Creeks of Legacy Public Improvement District. (Toutouchian)
- F. Consider and act upon approval of the 2018-19 annual service plan update for the Ownsby Farms Public Improvement District. (Toutouchian)
- G. Consider and act upon approval of the 2018-19 annual service plan update for the Wells South Public Improvement District. (Toutouchian)
- H. Consider and act upon approval of the 2018-19 annual service plan update for the Sutton Fields II Public Improvement District. (Toutouchian)
- I. Consider and act upon approval of the 2018-19 annual service plan update for the Wells North Public Improvement District. (Toutouchian)
- J. Consider and act upon approval of the 2018-19 annual service plan update for the Glen Crossing Public Improvement District. (Toutouchian)

Minutes Acceptance: Minutes of Aug 28, 2018 5:00 PM (Minutes Approval)

- K. Consider and act upon approval of the 2018-19 annual service plan update for The Columns Public Improvement District. (Toutouchian)
- L. Consider and act upon approval of the 2018-19 annual service plan update for the Cambridge Crossing Public Improvement District. (Toutouchian)
- M. Consider and act upon approval of the 2018-19 annual service plan update for the Chalk Hill II Public Improvement District. (Toutouchian)
- N. Consider and act upon approval of the 2018-19 annual service plan update for The Parks at Wilson Creek Public Improvement District. (Toutouchian)

IV. ADJOURNMENT::

There being no further comment the meeting was adjourned at 5:08 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 28, 2018 5:00 PM (Minutes Approval)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Andy Glasgow, Asst Director of Engineering
 CC: Kim Brawner, Director of Engineering
 Date: September 11, 2018
 Re:

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Cobb Fendley for Professional Consulting Services. (Brawner)

Background Information:

This agreement shall provide Professional Consulting Services for various City of Celina Departments in compliance with the “Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Consulting Licensure” of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and the Consultant. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annual renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form.

Supporting Documents:

Agreement

Staff Recommendation:

Approve

MASTER SERVICES AGREEMENT
Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between CobbFendley & Associates, Inc., a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is 2801 Network Boulevard, Suite 800, Frisco, Texas 75034, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity ("IDIQ") basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1
Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall be subject to a cost of living adjustment on an annual basis not to exceed 3% as mutually agreed to between the Parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5

Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6

Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7

Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8 Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 10 Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11 Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12 Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13 Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14 Notices

- 14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

City of Celina Engineering Department
ATTN: Kimberly Brawner, PE, PTOE
Director of Engineering
142 N Ohio Street
Celina, TX 75009
972-382-2682 x 1081

If intended for CONSULTANT:

CobbFendley & Associates, Inc
Ted B. Sugg, P.E.
Principal: Regional Municipal Manager
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972-335-3214

Article 15 Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16 Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 17

Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18

Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19

Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

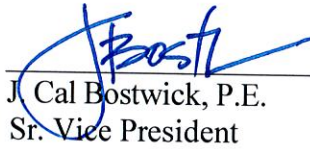
Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED the ____ day of _____, 2018.

OWNER:
City of Celina, Texas

CONSULTANT:
CobbFendley & Associates, Inc.

By: _____
Sean Terry, Mayor

By:  _____
J. Cal Bostwick, P.E.
Sr. Vice President

Attest: _____
City Secretary

Attest: _____

APPROVED AS TO FORM:

City Attorney

Attachment: CobbFendley-Celina 2018 MSA (MSA Cobb Fendley & Associates)

EXHIBIT "A"



2018 Standard Rate Schedule

<u>Principal / Chief Engineer</u>	\$275.00/HR
<u>Senior Engineer</u>	\$260.00/HR
<u>Senior Project Manager</u>	\$225.00/HR
<u>Project Manager II</u>	\$210.00/HR
<u>Project Manager I</u>	\$185.00/HR
<u>Senior Hydrologist</u>	\$210.00/HR
<u>Project Engineer III</u>	\$160.00/HR
<u>Project Engineer II</u>	\$145.00/HR
<u>Project Engineer I</u>	\$125.00/HR
<u>Senior Technician</u>	\$135.00/HR
<u>Technician III</u>	\$120.00/HR
<u>Technician II</u>	\$110.00/HR
<u>Technician I</u>	\$90.00/HR
<u>Licensed State Land Surveyor</u>	\$225.00/HR
<u>Registered Professional Land Surveyor</u>	\$165.00/HR
<u>4 Person Field Services Crew</u>	\$180.00/HR
<u>3 Person Field Services Crew</u>	\$160.00/HR
<u>2 Person Field Services Crew</u>	\$140.00/HR
<u>1 Person Field Services Crew</u>	\$100.00/HR
<u>2 Person Hy-Drone Crew</u>	\$325.00/HR
<u>2 Person UAV Drone Crew</u>	\$225.00/HR
<u>Construction Manager III</u>	\$250.00/HR
<u>Construction Manager II</u>	\$210.00/HR
<u>Construction Manager I</u>	\$185.00/HR
<u>Senior Field Construction Observer</u>	\$125.00/HR
<u>Field Construction Observer</u>	\$105.00/HR
<u>Utility Specialist</u>	\$140.00/HR
<u>Telecommunications Designer</u>	\$115.00/HR
<u>Telecommunications Field Person</u>	\$90.00/HR
<u>GIS Manager</u>	\$160.00/HR
<u>GIS Analyst</u>	\$110.00/HR
<u>Post Processing GPS Data</u>	\$110.00/HR
<u>Right-of-Way Project Manager</u>	\$160.00/HR
<u>Right-of-Way Attorney</u>	\$150.00/HR
<u>Right-of-Way Agent</u>	\$135.00/HR
<u>Administrative</u>	\$100.00/HR
<u>Clerical</u>	\$75.00/HR
<u>GPS</u>	\$37.00/HR/Receiver



2018 Standard Rate Schedule

(Continued)

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour <u>Minimum</u>)	\$100/HR
Two-Man Designating Crew (4-Hour <u>Minimum</u>)	\$160/HR
Vacuum Excavation Truck with 2 Technicians (<u>Vac</u> 3000 & 4000) (4-Hour <u>Minimum</u>).....	\$280/HR
Vacuum Excavation Truck with 2 Technicians (<u>Vac</u> 6000) (4-Hour Minimum).....	\$300/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$250/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, <u>etc.</u>).....	@ Cost + 10%
Designation & Traffic Control Vehicles	\$3.40/Mile
<u>Location Vehicles</u>	\$6.80/Mile

REIMBURSABLE EXPENSES

<u>Technology Fee</u> (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or <u>Truck</u>).....	IRS <u>Approved Rate</u>
Per Diem for Out of Town Travel (Per Day/Person)	\$36/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%
In-House Reproduction:	
➤ Copies (Up to 11" x 17").....	\$0.15/Each
➤ Color Prints (Up to 11" x 17")	\$1.50/Each
➤ Color Prints (Larger than 11" x 17")	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes)	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

(*) Technology charges added to each billable man-hour.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 CC: Andy Glasgow, Asst Director of Engineering
 Date: September 11, 2018
 Re:

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and EST Engineering for Professional Consulting Services. (Brawner)

Background Information:

This agreement shall provide Professional Consulting Services for various City of Celina Departments in compliance with the “Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Consulting Licensure” of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and the Consultant. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annual renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form.

Supporting Documents:

Agreement

Staff Recommendation:

Approve



Comprehensive Engineering Services
3522 Sam Rayburn Hwy
Melissa, Texas 75454

Friday, August 17, 2018

City of Celina
Attn: Kimberly Brawner, Director of Engineering
142 N. Ohio Street
Celina, TX 75009

Re: Master Services Agreement

Dear Mrs. Brawner;

EST, Inc. is pleased to submit our list of services and unit price schedule to the City of Celina. Our staff has expertise and successful experience on numerous projects for various cities, counties and other agencies. We are committed to providing our clients with efficient, accurate services as well as prompt and transparent communication.

EST is a comprehensive, professional engineering and testing firm providing specialized solutions to the complex issues that challenge communities. Our team provides value-based thinking by integrating talents and skills across the firm. Our firm has a multi-disciplinary group of professionals who work in the following areas:

- | | |
|--|------------------------|
| • Bridge Design | • Material Testing |
| • CADD Services | • Municipal |
| • Civil Site Work | • Roadway |
| • Coating Inspection | • Surveying |
| • Construction Management and Inspection | • Traffic |
| • Environmental | • Water and Wastewater |
| • Geotechnical | • Water Resources |

We appreciate the opportunity to provide our services to City of Celina. Please call or email if you have any questions.

Sincerely,

EST, Inc.

Kelly Selman, P.E.

Kelly Selman, PE
Texas Regional Manager



3522 Sam Rayburn Hwy.
Melissa, TX 75454
469-907-5515 office
903-815-7330 cell
KellyS@estinc.com
www.estinc.com

Attachment: EST Master Services Agreement (MSA EST Engineering)

MASTER SERVICES AGREEMENT Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between EST, Inc., a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is 3522 Sam Rayburn Hwy Melissa Texas, 75454, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity ("IDIQ") basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1 Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5

Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6

Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7

Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8 Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 10 Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11 Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12 Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13 Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14 Notices

- 14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

City of Celina Engineering Department
ATTN: Kimberly Brawner, PE, PTOE
Director of Engineering
142 N Ohio Street
Celina, TX 75009
972-382-2682 x 1081

If intended for CONSULTANT:

EST, Inc.
Kelly Selman
Regional Director
3522 Sam Rayburn Hwy
Melissa Texas 75454
469-907-5515

Article 15 Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16 Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 17

Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18 Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19 Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED the ____ day of _____, 2018.

OWNER:
City of Celina, Texas

CONSULTANT:
EST, Inc.

By:
Sean Terry, Mayor

By: Kelly Selman, P.E.
Kelly Selman/Regional Director

Attest:
City Secretary

Attest: _____

APPROVED AS TO FORM:

City Attorney

Attachment: EST Master Services Agreement (MSA EST Engineering)



Engineering Design Services

Personnel	Unit	Price
Project Director	Per Hour	\$250
Project Manager	Per Hour	\$200
Design Engineer II	Per Hour	\$145
Design Engineer I	Per Hour	\$115
Design Specialist II	Per Hour	\$100
Design Specialist I	Per Hour	\$85
Cadd Specialist	Per Hour	\$65
Administration	Per Hour	\$75
Mileage	Per Mile	Federal Rate*

* Mileage will be portal to portal



Construction Management Services

Personnel	Unit	Price
Project Director	Per Hour	\$250
Project Manager	Per Hour	\$175
Construction Inspector III	Per Hour	\$95
Construction Inspector II	Per Hour	\$75
Construction Inspector I	Per Hour	\$55
Auditor	Per Hour	\$95
Administration	Per Hour	\$70
Mileage	Per Mile	Federal Rate*

* Mileage will be portal to portal

Hourly rates quoted are from portal to portal

Overtime rates of 1.5 will apply for nonstandard work hours.

Minimum 2 hour fee applies to all scheduled inspections and cancellations

(unless ample notification received)



Materials Testing Services

Personnel	Unit	Price
Project Director	Per Hour	\$250
Project Manager/Engineer	Per Hour	\$175
Lab Manager	Per Hour	\$125
Laboratory Specialist	Per Hour	\$75
Laboratory Technician	Per Hour	\$55
Field Technician	Per Hour	\$55
Administration	Per Hour	\$75
Mileage	Per Mile	Federal Rate*

*Mileage will be portal to portal

Hourly rates quoted are from portal to portal

Overtime rates of 1.5 will apply for nonstandard work hours.

Minimum 2 hour fee applies to all scheduled inspections and cancelations (unless ample notification received)



Asphalt Testing Cost Breakdown

Method	Asphalt Test	Price
AASHTO T30, TEX 200-F	Sieve Analysis of Extracted Aggregate	\$60.
TEX 115	Nuclear Densities - 2 Hour Minimum (Per Hour)	\$55.
TEX 207-F, TEX 227-F, TEX 204-F	Lab Molded Density, VMA & Rice Specific Gravity	\$175.
	Lab Molded Density, VMA & Rice Specific Gravity - Superpave	\$195.
Mix Designs	Hveem Mix Design	\$2,500.
	Superpave Mix Design	\$4,400.
	Marshall Mix Design	\$3,000.
	Stone Matrix Asphalt (SMA) Mix Design	Upon Request
AASHTO T283	Modified Lottman Retained Strength	\$450.
	Modified Lottman Retained Strength - Superpave	\$475.
TEX 236-F	Ignition Oven Calibration Factor	\$350.
TEX 246-F	Permeability	\$350.
TEX 207-F	Running Density on Roadway Cores (Set of 3)	\$50.
TEX 207-F	Corelok™ ADD (Set of 3)	\$150.
AASHTO T168	Cutting Core Sample up to 8" in Depth - Equipment Only (Per Core)	\$60.
	Additional over 8" Per Core Sample - Equipment Only (Per Inch)	\$10.
AASHTO T148	Determining Asphalt Core Thickness Only	\$25.
	Preparing, Cleaning, and Measuring - 9 Point	\$25.
	Patching Core Hole, If Required (Per Hole)	\$25.
AASHTO T176/ ASTM D2419	Sand Equivalent Value of Soils & Fine Aggregate	\$85.
TEX 236-F	AC - Content	\$105.
TEX 207-F	Asphalt Rolling Pattern - Nuclear Density (Per Hour)	\$60.
	Report & Review (Per Test)	\$20.

In-House Testing Fees Include Labor



Concrete Testing Cost Breakdown

Method	Concrete Test	Price
ASTM C31/ AASHTO T23	Making & Curing Concrete Test Specimens in the Field Equipment Includes Air, Slump, Temperature (Set of 4 Cylinders)	\$80.
ASTM C31/ AASHTO T23	Making & Curing Concrete Test Specimens in the Field Equipment Includes Air, Slump, Temperature (Set of 3 Cylinders)	\$60.
ASTM C39/AASHTOT22	Compressive Strength of Cylindrical Concrete Specimens, Curing & Disposing (Per Cylinder)	\$20.
AASHTO T23	Making & Curing Concrete Test Specimen Beams in the Field Equipment Charge (Per Beam)	\$35.
ASTM C78/ AASHTO T97	Test for Flexural Strength of Concrete Using Simple Beam w/ Third Point Loading - Includes Curing & Disposal (Per Beam)	\$35.
ASTM C138/AASHTO T121	Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	\$40.
ASTM C174	Measured Length of Drilled Concrete Cores Each Core - 9 Point Method	\$50.
ASTM C192	Concrete Mix Design Including Trial Batching (Set of 6 Cylinders)	\$800.
AASHTO T24	Cutting Core Sample up to 8" in Depth - Equipment Only (Per Core) Additional Depth over 8" per Core Sample - Equipment Only (Per Inch)	\$60. \$10.
AASHTO T231	Capping Cylindrical Concrete Specimens - Sulphur (Per Cylinder)	\$20.
AASHTO T152	Air Content Only	\$40.
AASHTO T119	Slump Only	\$25.
ASTM C10129	Sampling & Testing Grout (Set of 4)	\$160.
ASTM C109	Compressive Strength of Mortar Cubes (Set of 3)	\$102.
ASTM C1567	Alkali-Silica Reactivity of Combinations of Cementitious Materials & Aggregates (ASR)	\$1480
ASTM C1260	Potential Alkali Reactivity of Aggregates (Mortar Bar Method)	Price Upon Request
ASTM C579	Compressive Strength of Chemical-Resistant Mortars, Grouts Monolithic Surfacing, & Polymer Concretes (Set of 3)	\$153.
ASTM C531	Linear Shrinkage & Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, & Polymer Concretes (Set of 4 Bars)	\$1,300.
ACI Field Technician	Certified Technician Time - Testing & Sampling Concrete (Per Hour)	\$75.
	Report & Review (Per Test)	\$20.

In-House Testing Fees Include Labor



Soil Testing Cost Breakdown

Method	Soil Test	Price
ASTM D698/AASHTO T99	Standard Proctor Soils	\$150.
ASTM D2922/AASHTO T310	Density of Soil & Soil Aggregates by Nuclear Methods - 2 Hour Minimum (Per Hour)	\$55.
ASTM D1557/AASHTO T180	Modified Proctor of Soils	\$165.
ASTM C977	Quicklime & Hydrated Lime for Soil Stabilization pH Test	\$160.
ASTM D6276	Using pH to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization	\$160.
ASTM D1883	California Bearing Ratio - Including Report (Per Point)	\$205
AASHTO T193	California Bearing Ratio - Includes Proctor, CBR Compaction, & Report	\$345.
ASTM D4318	Atterberg Limits - Determine Liquid, Plastic Limits, and Plasticity Index	\$65.
ASTM D4609	Unconfined Compressive Strengths of Soils using a Harvard Miniature Compactor (Per Percentage of Modified or Unmodified Soil)	\$420.
ASTM D422	Particle Analysis - Sieve Test on Soils (Excluding Hydrometer)	\$70.
	Hydrometer Analysis	\$265.
ASTM D4829	Expansion Index with Atterberg Limits & -#200	\$245.
UBC 18-2	Expansion Index	\$195.
ASTM D1556	Density of Soil In-Place by the Sand-Cone Method	\$75.
TEX 145-E	Determining Soluble Sulfate Content in Soil	\$75.
	Report & Review (Per Test)	\$20.

In-House Testing Fees Include Labor



Aggregate Testing Cost Breakdown

Method	Aggregate Test	Price
ASTM D698/AASHTO T99	Standard Proctor Soils - Aggregate Base	\$165.
ASTM C136/AASHTO T27	Sieve Analysis of Fine & Coarse Aggregates	\$80.
ASTM C566	Total Evaporable Moisture Content of Aggregates by Drying	\$21.
ASTM D4791	Test Method for Flat or Elongated Particles in Coarse Aggregate	\$60
ASTM C131/AASHTO T96	Resistance to Degradation by LA Abrasion	\$195.
ASTM D3744/AASHTO T210	Durability Index - Does Not Include Sieve Analysis	\$135.
ASTM C128/AASHTO T84/TEX 403	Specific Gravity & Absorption of Fine Aggregate	\$50.
ASTM C127/AASHTO T85	Specific Gravity & Absorption of Coarse Aggregate	\$50.
ASTM C88/AASHTO T104	Sodium or Magnesium Sulfate Soundness of Aggregates, Coarse or Fine 5 Cycles (Per Size Fraction Greater than 5%)	\$355.
ASTM C29/AASHTO T19	Unit Weight Dry Rodded	\$50.
AASHTO T180	Proctor - Modified Effort 10-lb Rammer 18 in. Drop for Aggregate Base	\$184.
AASHTO T99	Proctor - Standard Effort 5.5-lb Rammer 12 in. Drop for Aggregate Base	\$142.
ASTM C142	Clay Lumps & Friable Particles in Aggregate	\$80.
ASTM D2419/AASHTO T176	Sand Equivalent Value of Soils & Fine Aggregate	\$60.
ASTM C40	Organic Impurities in Fine Aggregate (Per Sample)	\$50
TEX 116-E	Wet Ball	\$225
TEX 612-J	Acid Insolubility	\$250
ASTM C142	Clay Lumps & Friable Particles (Per Sample)	\$80.
ASTM C123	Lightweight Particles in Aggregate	Varies - Call for Quote
	Report & Review (Per Test)	\$20.

In-House Testing Fees Include Labor



Environmental Services

Personnel	Unit	Price
Project Director	Per Hour	\$250
Project Manager	Per Hour	\$225
Environmental Specialist III	Per Hour	\$150
Environmental Specialist II	Per Hour	\$125
Environmental Specialist I	Per Hour	\$105
Administration	Per Hour	\$75
Mileage	Per Mile	Federal Rate*
Equipment	Per Day	Project Specific Quote
* Mileage will be portal to portal		



Surveying Services

Personnel	Unit	Price
Project Director	Per Hour	\$185
Professional Land Surveyor	Per Hour	\$135
Survey Crew (1-Man) & Equipment	Per Hour	\$150
Survey Crew (2-Man) & Equipment	Per Hour	\$200
Survey Crew (3-Man) & Equipment	Per Hour	\$225
Survey Technician	Per Hour	\$85
Administration	Per Hour	\$75
Mileage	Per Mile	Federal Rate*

* Mileage will be portal to portal



Geotechnical Cost Breakdown

Method		Price
Geotechnical Drilling (Soil & Rock)	Soil, Per Foot (0 -50 feet, continuous 1-10', intermittent thereafter)	\$12
	Soft Shale & Rock (Permian & Pennsylvanian Formation) Per Foot	\$18
	Coring Soft Shale, Per Foot	\$33
	Hard Rock (Hard Sandstone of the Jack Fork Formation	\$35
	Limestone, & Chert) Per Foot	
	In-Place, Shoulder Sampling Per Foot	\$26
	Pedological Sampling	\$46
Standard Penetration Test	Each Test	\$20
Dynamic Cone Penetration Test	Texas Cone Penetrometer	\$35
Dynamic Cone Penetrometer (DCP)	Each Test	\$20
Thin-Walled Tube Sampling	Each Sample	\$25
Mechanical & Electrical Friction Cone and Piezocone, Penetration Testing of Soils	Per Foot	\$12.
	Dissipation, Per Hour	\$200
Monitoring Well	Per Foot	\$60.
Hole Abandonment	Per Foot	\$7
Traffic Control	Per Day	Project Specific Quote
Mobilization of Equipment	Per Mile	\$6
Engineering	Slope Stability Analysis	\$150
	Settlement Analysis	\$150
	Retaining Wall Analysis	\$150
	Bearing Capacity Analysis	\$150
	End Bearing & Friction Pile Analysis	\$150
	End Bearing & Friction Drilled Shapt Analysis	\$150
	Seismic Analysis	\$150
	Report Preparation	\$150
	Miscellaneous Analysis	\$150
Percent Swell & Swell Pressure Test		\$270



Geotechnical Cost Breakdown

Method		Price
Soil Classification (Gradation & P.I.)		\$120.
Moisture Content		\$10.
ASTM D 854	Specific Gravity	\$65.
AASHTO T100	Specific Gravity	\$60.
Chunk Density		\$75.
pH Test		\$60.
Hydrometer		\$150.
Double Hydrometer		\$300.
Pinhole Test		\$200.
Electrical Resistivity Per Test		\$60.
Resistivity Per Test		\$60.
Soluble Sulfate Testing		\$60.
Unconfined Compression Test	Soil & Rock	\$70.
	Rock with Strain Measurement	\$230.
Point Load Test		\$75.
Moisture Density Test - AASHTO T99	Method A	\$145.
	Method B	\$160.
	Method C	\$160.
	Method D	\$160.
Moisture Density Test - AASHTO T180	Method A	
	Method B	
	Method C	\$175.
	Method D	
Moisture Density Test - ASTM D 698	Method A	\$145.
	Method B	\$160.
	Method C	\$160.
Moisture Density Test - ASTM D 1557	Method A	\$149.
	Method B	\$156.
	Method C	\$176.
One-Dimensional Consolidation Test		\$350.
Drained Direct Shear Cohesionless Soil	3 Points Minimum	\$450. per point
Triaxial Shear Test	Unconsolidated Undrained	\$500.
	Consolidated Undrained-Pore Pressure Measurement (multi-stage)	\$1,350.
Resilient Modulus	Per Sample	\$650.
Percent Swell & Swell Pressure Test		\$350.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 CC: Lance Vanzant, City Attorney
 Date: September 11, 2018
 Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Hayden and Associates for Engineering and Surveying Services. (Brawner)

Background Information:

This agreement shall provide Professional Engineering Services for various City of Celina Departments in compliance with the “Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure” of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and Engineer. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annual renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form.

Supporting Documents:

Master Services Agreement

Staff Recommendation:

MASTER SERVICES AGREEMENT

Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the “Agreement”), made effective as of the date executed, is made between **Pacheco Koch Consulting Engineers, Inc.**, a Texas corporation, (hereinafter referred to as “CONSULTANT”) whose mailing address is 118 North Ohio Street, Celina, Texas 75009, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as “OWNER”), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity (“IDIQ”) basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1

Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5

Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6

Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7

Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8 Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 10 Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11 Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12 Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13 Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14 Notices

- 14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

 Telephone: _____

If intended for CONSULTANT:

Mark A. Pacheco, P.E., R.P.L.S.
President
7557 Rambler Road, Suite 1400
Dallas, Texas 75231-2388
Telephone: (972) 235-3031

Article 15 Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16 Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 17

Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18

Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19

Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED this _____ day of _____, 20____.

OWNER:

City of Celina, Texas

CONSULTANT:

Pacheco Koch Consulting Engineers, Inc.

By: _____
Sean Terry, Mayor

By: _____
Mark A. Pacheco, PE, RPLS, President

Attest: _____
City Secretary

Attest: _____
James A. Koch, Jr.

APPROVED AS TO FORM:

City Attorney

Attachment: Celina MSA_Miscellaneous Engineering_2018-04-10 (MSA Hayden & Associates)

EXHIBIT "A"

UNIT PRICE SCHEDULE

<u>Description</u>	<u>Billing Rate</u>	
<u>Engineering Services:</u>		
Principal	\$ 225.00	per hour
Associate Principal, Director	\$ 200.00	per hour
Senior Project Manager, Senior Project Coordinator	\$ 160.00	per hour
Project Manager, Project Coordinator	\$ 120.00	per hour
Project Engineer	\$ 95.00	per hour
Senior Technician	\$ 110.00	per hour
Technician	\$ 80.00	per hour
Drafter	\$ 75.00	per hour
Research Manager	\$ 80.00	per hour
Technical Assistant	\$ 50.00	per hour
Administrative Assistant	\$ 80.00	per hour
Expert Witness Testimony	\$ 350.00	per hour
<u>Landscape Architecture Services:</u>		
Principal	\$ 225.00	per hour
Associate Principal, Director	\$ 200.00	per hour
Senior Project Manager	\$ 150.00	per hour
Project Manager	\$ 120.00	per hour
Project Landscape Architect	\$ 95.00	per hour
Landscape Designer, Drafter	\$ 75.00	per hour
Administrative Assistant	\$ 80.00	per hour
Expert Witness Testimony	\$ 350.00	per hour
<u>Land Surveying Services:</u>		
Principal	\$ 225.00	per hour
Associate Principal, Director	\$ 200.00	per hour
Senior Project Manager, Senior Project Coordinator	\$ 150.00	per hour
Project Manager, Project Coordinator	\$ 120.00	per hour
Project Surveyor (RPLS)	\$ 95.00	per hour
Survey Intern (SIT)	\$ 90.00	per hour
Senior Technician	\$ 90.00	per hour
Technician	\$ 80.00	per hour
Drafter	\$ 75.00	per hour
Research Manager	\$ 80.00	per hour
Technical Assistant	\$ 50.00	per hour
Administrative Assistant	\$ 80.00	per hour
Expert Witness Testimony	\$ 350.00	per hour

**EXHIBIT “A”
(Continued)**

UNIT PRICE SCHEDULE

<u>Description</u>	<u>Billing Rate</u>
<u>Land Surveying Services (continued):</u>	
Survey Field Crew (1-person)	\$ 95.00 per hour
Survey Field Crew (2-person)	\$ 220.00 per hour
Survey Field Crew (3-person)	\$ 300.00 per hour
Survey Terrestrial Scanner Crew (1-person)	\$ 175.00 per hour
Survey Terrestrial Scanner Crew (2-person)	\$ 220.00 per hour
Survey Terrestrial Scanner Crew (3-person)	\$ 300.00 per hour
<u>Other Direct Expenses:</u>	
Boat with Motor	\$ 200.00 per day
ATV	\$ 85.00 per day
<u>In-house Reproduction:</u>	
Black Line Bond Prints	\$ 0.50 per square foot
Black Line Mylar Prints	\$ 2.00 per square foot
Color Bond Plots	\$ 3.00 per square foot
Color Prints (8-1/2” x 11”)	\$ 1.00 each
Photocopies (8-1/2” x 11”)	\$ 0.10 each
CD/DVD Disc	\$ 8.00 each
Foam Core Mounting	\$ 4.00 per square foot
Reproduction by Vendor (copies, binding, etc.)	Cost x 1.0
Courier Service Delivery	Cost x 1.0
Property Records (deeds, maps, plats, etc.)	Cost x 1.0
Specialty property corner materials (brass disc, etc.)	Cost x 1.0



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Andy Glasgow, Asst Director of Engineering
 CC: Kim Brawner, Director of Engineering
 Date: September 11, 2018
 Re:

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Gracon Construction, Inc. in the amount of \$11,806,900.00 for the Wastewater Treatment Plant Improvements. (Brawner)

Background Information:

Wastewater treatment plant improvements including headworks improvements, new influent pumping, new aeration basins and new blower facility, a new electrical building with electrical distribution, a new final clarifier complex with pumping facilities, ultraviolet disinfection, and solids handling upgrades. The project also includes an associated array of piping enhancements and civil/yard enhancements, together with electrical, instrumentation, and control enhancements to develop a complete and functional facility.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

2017 Bond Issuance

Legal Review:

City Attorney would have to review

Supporting Documents:

Letter of Recommendation & Bid Tab
 Cover Sheet/Vicinity Map
 Bid form

Staff Recommendation:

Approve



3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

9/5/2018

Mr. Andy Glasgow
City of Celina
142 N. Ohio Drive
Celina, TX 75009

Re: Celina WWTP Improvements
Recommendation of Award

Dear Mr. Glasgow:

Bids were received for the Celina Wastewater Treatment Plant Improvements Project at City Hall at 3:00 PM on September 5, 2018. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 5 bids were received on the project. Gracon Construction, Inc. submitted the low base bid for the project in the amount of \$11,806,900. Gracon Construction, Inc. also submitted the low base bid and deductive alternatives total in the amount of \$11,192,900.

Gracon Construction, Inc. was a prequalified contractor and met all requirements of the submittal. We believe that the bid submitted by Gracon Construction, Inc. represents a responsive and responsible bid. We recommend that the construction contract for the Celina WWTP Improvements be awarded to Gracon Construction, Inc., along with any alternatives that you wish.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Lance Klement, P.E.
Project Manager

Attachments: Bid Tabulation

Attachment: 2018-9-5 Recommendation of Award (Wastewater Treatment Plant)



Celina WWTP Improvements Bid Tabulation

Pre-Qualified Contractors	Archer Western	Crescent	Eagle	Felix	Gracon
Attended Pre-Bid	Yes	Yes	Yes	Yes	Yes
Acknowledgement of All Addenda	Yes	Yes	Yes	Yes	Yes
Bid contains the following forms:					
1. Bid Form	Yes	Yes	Yes	Yes	Yes
2. List of Manufacturer's	Yes	Yes	Yes	Yes	Yes
3. Receipt of Addendum 1 through Addendum 6	Yes	Yes	Yes	Yes	Yes
4. Bidder Qualification Statement	Yes	Yes	Yes	Yes	Yes
5. COI forms					
a. Conflict of Interest	Yes	Yes	Yes	Yes	Yes
b. Certificate of Interested Parties	No	No	Yes	No	Yes
6. Bid Bond	Yes	Yes	Yes	Yes	Yes
Bid Prices as Opened 09/05/2018 (All values expressed in full dollars)					
All work as defined in the Contract Documents	\$11,812,000.00	\$11,581,000.00	\$10,849,000.00	\$13,965,000.00	\$10,750,000.00
Trench Safety System development, design, and implementation	\$10,000.00	\$4,850.00	\$12,000.00	\$1,500.00	\$2,000.00
Allowance for pre-negotiated firm price for Double Disc sludge pump	\$56,950	\$56,950	\$56,950	\$56,950	\$56,950
Allowance for pre-negotiated firm price for Rotary Fan Press	\$348,450	\$348,450	\$348,450	\$348,450	\$348,450
Asphalt pavement including compacted base	\$1,600.00	\$5,000.00	\$800.00	\$6,000.00	\$4,000.00
Bollards including excavation, concrete, and backfill	\$7,000.00	\$10,000.00	\$9,000.00	\$15,000.00	\$10,000.00
Concrete pavement including compacted base	\$800.00	\$1,000.00	\$900.00	\$2,600.00	\$2,000.00
Curb and gutter including compacted base	\$5,250.00	\$3,750.00	\$5,400.00	\$6,450.00	\$7,500.00
Independent Testing Allowance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Work Change Directives Allowance	\$596,000	\$596,000	\$596,000	\$596,000	\$596,000
Total Lump Sum Base Bid Price	\$12,868,050.00	\$12,637,000.00	\$11,908,500.00	\$15,027,950.00	\$11,806,900.00
Deductive Bid Alternates					
Alternate A: Deduct Demolition of Chlorine Contact Basin No. 2 and Associated Facilities	\$21,500.00	\$10,000.00	\$20,970.00	\$22,000.00	\$24,000.00
Alternate B: Deduct Demolition of Drying Beds, Polymer Facilities and Associated Facilities	\$20,500.00	\$22,000.00	\$26,860.00	\$117,000.00	\$37,000.00
Alternate C: Deduct Demolition of Oxidation Ditch and Associated Facilities	\$46,000.00	\$52,000.00	\$51,560.00	\$34,000.00	\$98,000.00
Alternate D: Deduct Construction of Vactor Truck Unloading and Associated Facilities	\$35,500.00	\$24,000.00	\$31,650.00	\$55,000.00	\$10,000.00
Alternate E: Deduct Construction of Sludge Storage Tanks, Sludge Transfer Pumping Facilities, and Associated Facilities	\$308,000.00	\$317,800.00	\$308,300.00	\$733,826.00	\$330,000.00
Alternate F: Deduct Screenings Washers and Compactors and Associated Facilities	\$153,000.00	\$85,000.00	\$104,400.00	\$576,342.00	\$115,000.00
Total Deductive Alternates	\$584,500.00	\$510,800.00	\$543,740.00	\$1,538,168.00	\$614,000.00
Total Lump Sum Base Bid and Deductive Alternates Price	\$12,283,550.00	\$12,126,200.00	\$11,364,760.00	\$13,489,782.00	\$11,192,900.00

Pre-Qualified Contractors	Archer Western	Crescent	Eagle	Felix	Gracon
Key Sub-Contractors					
1. Electrical	Clark Electric	Walker Industrial	Clark Electric		Walker Electric

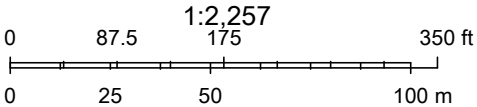
ArcGIS Web Map



Attachment: Location Map WWTP (Wastewater Treatment Plant)

9/5/2018, 5:04:48 PM

— Roads



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

BID FORM**TABLE OF CONTENTS**

	Page
ARTICLE 1 – Bid Recipient.....	2
ARTICLE 2 – Bidder's Acknowledgements.....	2
ARTICLE 3 – Bidder's Representations.....	2
ARTICLE 4 – Bidder's Certification.....	3
ARTICLE 5 – Basis of Bid	3
ARTICLE 6 – Time of Completion.....	8
ARTICLE 7 – Attachments to this Bid	8
ARTICLE 8 – Defined Terms	8
ARTICLE 9 – Bid Submittal.....	9

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**City of Celina
142 N. Ohio Dr.
Celina, TX 75009**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.
- 2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of TX as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>		
<u>1</u>	<u>8/15/18</u>	<u>5</u>	<u>8/30/18</u>
<u>2</u>	<u>8/17/18</u>	<u>6</u>	<u>8/31/18</u>
<u>3</u>	<u>8/24/18</u>		
<u>4</u>	<u>8/28/18</u>		

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the Davis/Bacon Act including prevailing wage rates and the Contract Work hours and Safety Standards Act.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Cash Allowances: Bidder agrees that the following Products (materials and equipment) as further described in Sections 01 29 00, PAYMENT PROCEDURES, and the equipment's technical

specifications, will be furnished and paid for on a cash allowance basis and that the amount shown is an pre-negotiated amount that has been agreed to by the equipment supplier/ equipment manufacturer to be included in the Total Base Bid. Bidder understands that the Bidder accepts the total responsibilities for coordinating the manufacturers' scope of supply and the specified project requirements.

Bidder agrees that the following cash allowances have been computed in accordance with Paragraph 13.02 of the General Conditions.

ITEM	DESCRIPTION	CASH ALLOWANCE
1.	Pre-negotiated firm price for Double Disc Sludge Pumps	\$ 56,950
2.	Pre-negotiated firm price for Rotary Fan Press	\$ 348,450
Lump Sum for Cash Allowances		\$ 405,400

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

- 5.02 Contingency Allowances: Bidder agrees that the following contingency efforts, products (materials and equipment) as further described in Sections 01 29 00, PAYMENT PROCEDURES, and 01 50 00, TEMPORARY FACILITIES AND CONTROLS, will be furnished and paid for on a cash allowance basis and that the amount shown is an estimated amount to be included in the Total Base Bid. Bidder further acknowledges that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order. Bidder agrees that the following contingency allowances are for the sole use of the Owner to cover unanticipated costs and have been computed in accordance with Paragraph 13.02 of the General Conditions.

ITEM	DESCRIPTION	CONTINGENCY
1.	Work Change Directives	\$ 596,000
2.	Independent Testing Cash Allowance	\$ 30,000
Lump Sum for Contingency Allowances		\$ 626,000

- 5.03 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.04 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1 LS	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of: <u>TEN MILLION SEVEN HUNDRED FIFTY THOUSAND</u>	N/A	\$ 10,750,000
2	1 LS	Trench Safety System development, design, and implementation as required by the Occupational Safety and Health Administration and the assumption of responsibility for system, complete and in place, for the lump sum of: <u>TWO THOUSAND</u> <u>NO</u>	N/A XX	\$ 2,000. ⁰⁰
3	1 LS	Cash Allowance 1 for Pre-negotiated firm price for Double Disc Sludge Pumps, for the lump sum of: Fifty Six Thousand, Nine Hundred and Fifty Dollars	N/A	\$ 56,950
4	1 LS	Cash Allowance 1 for Pre-negotiated firm price for Rotary Fan Press, for the lump sum of: Three Hundred Forty Eight Thousand, Four Hundred and Fifty Dollars	N/A	\$ 348,450
5	1 LS	Contingency Allowance 1 for Work Change Directives (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: Five Hundred and Ninety Six Thousand Dollars	N/A	\$596,000
6	1 LS	Contingency Allowance 2 for Additional Independent Testing in addition to testing as defined within the Contract Documents (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: Thirty Thousand Dollars	N/A	\$ 30,000
7	200 square feet	Asphalt Pavement including compacted base, above the quantity required by the documents. <u>TWENTY</u>	\$ 20. ⁰⁰	\$ 4,000. ⁰⁰

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
8	20 each	Bollards including excavation, concrete, and backfill, above the quantity required by the documents. <u>FIVE HUNDRED</u>	\$ 500. ⁰⁰	\$ 10,000 ⁰⁰
9	100 square feet	Concrete Pavement including compacted base, above the quantity required by the documents. <u>TWENTY</u>	\$ 20. ⁰⁰	\$ 2,000 ⁰⁰
10	150 linear feet	Curb and Gutter including compacted base, above the quantity required by the documents. <u>FIFTY</u>	\$ 50. ⁰⁰	\$ 7,500 ⁰⁰
Total Base Bid Price				\$

Total of Lump Sum and Unit Price Bids = Total Base Bid Price (Bidder to write price in figures and words)

\$ 11,806,900

ELEVEN MILLION EIGHT HUNDRED
AND SIX THOUSAND NINE HUNDRED

5.05 BID ALTERNATES

- A. The undersigned bidder offers to make, at the bid alternate prices (Deductive Bid Alternates) following, the changes in the work covered in the Total Base Bid Price that are specified in the bid alternates priced below:
- B. It is understood that:
1. All bid alternate prices shall be filled in. The work detailed by the bid alternate(s) is an extension of the nature of the work for the Total Base Bid Price's project. This proposal requires that the undersigned Bidder propose on all work detailed by the Total Base Bid Price's project and the decrease in work as detailed by each and all of the bid alternates. Failure to comply with this requirement of submitting a price for each and all of the bid alternates may render the Bid non-responsive and may cause its rejection.
 2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
 3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
 4. The acceptance or rejection of one or more bid alternates will not affect the Total Base Bid Project bid, nor other conditions of this bid, nor the price of other accepted bid alternates.

5. Reference Document 00 21 00, Article 19 for Method of Award.
6. Reference Document 01 11 20 Deductive Bid Alternates Coordination for information and descriptions of each bid alternate (Deductive Bid Alternates).
7. The undersigned has carefully examined the plans and other contractual documents and has coordinated the scopes between the Total Base Bid Documents and the Bid Alternate Documents. Through submittal of a bid, the undersigned agrees and understands that the documents have been prepared with the highest level of care in the effort to coordinate the scopes of the Total Base Bid Project documents and the Bid Alternate documents. The undersigned agrees and accepts the responsibilities to coordinate and construct all required interconnections and coordination facilities between the Total Base Bid Project and any of, any combination of, and/or a total combination of the Bid Alternates to develop complete and operational facilities that meet the regulatory requirements for the facilities and the requirements set forth by these contract documents.

Deductive Bid Alternates (Bidder to write price in words)	Price
Alternate A: Deduct Demolition of Chlorine Contact Basin No. 2 and Associated Facilities <u>TWENTY FOUR THOUSAND</u>	\$ 24,000
Alternate B: Deduct Demolition of Drying Beds, Polymer Facilities and Associated Facilities. <u>THIRTY SEVEN THOUSAND</u>	\$ 37,000
Alternate C: Deduct Demolition of Oxidation Ditch and Associated Facilities <u>NINETY EIGHT THOUSAND</u>	\$ 98,000
Alternate D: Deduct Construction of Vector Truck Unloading and Associated Facilities <u>TEN THOUSAND</u>	\$ 10,000
Alternate E: Deduct Construction of Sludge Storage Tanks, Sludge Transfer Pumping Facilities, and Associated Facilities <u>THREE HUNDRED AND THIRTY THOUSAND</u>	\$ 330,000
Alternate F: Deduct Screenings Washers and Compactors and Associated Facilities <u>ONE HUNDRED FIFTEEN THOUSAND</u>	\$ 115,000

Attachment: Gracon Bid Form (Wastewater Treatment Plant)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 480 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 540 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a certified or bank check, or a Bid Bond, issued by a surety meeting the requirements of the General Conditions.
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Required Bidder Qualifications Statement (Section 00 45 13) with supporting data; and
 - D. Davis/Bacon wage rates and State of Texas Dept of Labor wage rates

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Gracon Construction, Inc.By:
[Signature]

[Printed name]

Kenneth A. Graves

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name]

Michael Graves

Title:

Secretary

Submittal Date:

9/5/18

Address for giving notices:

P.O. Box 360039Dallas, TX 75336-0039

Telephone Number:

972-222-8533

Fax Number:

972-222-8542

Contact Name and e-mail address:

Kenneth A. Graveskgraves@gracon.biz

Bidder's License No.:

N/A

(where applicable)

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Attachment: Gracon Bid Form (Wastewater Treatment Plant)



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 11, 2018
Re: Library Board Appointment

Action Requested:

Consider and act upon appointment of Robin Patton to the Library Board. (Shaw)

Background Information:

A resignation letter was received August 28th creating a vacancy on this board.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Staff Recommendation:



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 11, 2018
Re: Auction Items

Action Requested:

Consider and act upon approval of the proposed sale of surplus equipment and vehicles at public auction.
(Fourmentin)

Background Information:

Auction items include vehicles, equipment or items no longer in service or necessary for operations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

List of proposed auction items

Staff Recommendation:

Approve

Column D "Taxable" info MUST be filled out in order for us to process the auction. If left blank, processing will be delayed and the spreadsheet will need to be re-submitted
All items should be marked with "Y" unless the item comes with title paperwork that is registered separately with the state (i.e. vehicles, boats, and some equipment).

Lot #	Item Title Please include Quantity in parentheses "(5)" if more than one	Item Description Please include dimensions, working conditon & any other pertinent info that could effect the value. Please DO NOT use any "quotation marks"	VIN/Serial Number	Mileage	License Plate	Asset #
01	2006 Dodge Ram	Dodge Ram 1500	1D7HAI8266JI80461		127 2276	0602
02	2008 Chevrolet C1500	Chevrolet 1500	2GCEC13CX81191595	140320	127 2295	0802
03	2008 Ford F250	2008 FORD F250 EC UB	1FDSX20548EC09618	155339	109 3750	803
05	2013 Chevrolet C2500	2013 CHEVROLET C2500 UB	1GC0CVCGXDF117777	99082	110 9847	1302
06	Bearcat Chipper	Bearcat Chipper	31856			1303
07	Wacker RD11	Steel Wheel Roller	615505708			0202
08	Tailgate Spreader	Salt Dog Spreader	06118			0905
09	ATV Spreader	ATV Spreader	N/A			
10	Vibrator Plate	Vibrator Plate	N/A			
11	Husky Concrete Mixer	Electric Concrete Mixer	15058			
12	10 FT Tilt Trailer	Tilt Trailer Single Axle	N/A			
13	American Sign Company Message Board	American Sign Company Message Board	1A9BS333072228660			
14	16 FT Utility Trailer	Trailer	N/A			
15	HDP Pipe	4 PC 24" x 20' rib wall, single wall thickness	N/A			
16	HDP Pipe	1 PC 18" X 18' rib wall, single wall thickness	N/A			

Attachment: Copy of Auction Items 2018 (002) (Auction Items 2018)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: Atmos Negotiated Rate Settlement

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex regarding the company’s 2018 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act. (Atmos negotiated rate settlement) (DeBuff)

Background Information:

In April of 2018, the Atmos filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The company claimed that its cost-of-service in a test year ending December 31, 2017 entitled it to additional system-wide revenues of \$42.0 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$27.4 million. After review of the consultants’ report, the Company offered to settle for a system-wide increase of \$25.9 million. Following further negotiations, ACSC’s Executive Committee agreed to recommend a system-wide rate increase of \$24.9 million. That increase when allocated to ACSC members results in an increase of \$17.8 million. The Effective Date for new rates is October 1, 2018.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This resolution has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Celina, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance earlier this year; and

WHEREAS, on about April 1, 2018, Atmos Mid-Tex filed its 2018 RRM rate request with ACSC Cities based on a test year ending December 31, 2017; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2018 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$24.9 million on a system-wide basis (\$17.8 million of which is applicable to ACSC members); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the Exhibit A rate tariffs incorporate the federal income tax rates that became effective January 1, 2018; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$24.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2018 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$24.9 million in revenue on a system-wide basis over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2018 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2018.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit A

Rate Tariffs Effective October 1, 2018

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.85 per month
Rider CEE Surcharge	\$ 0.03 per month ¹
Total Customer Charge	\$ 18.88 per month
Commodity Charge – All <u>Ccf</u>	\$0.14846 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2018.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 43.50 per month
Rider CEE Surcharge	\$ (0.03) per month ¹
Total Customer Charge	\$ 43.47 per month
Commodity Charge – All Ccf	\$ 0.09165 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2018.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 784.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3312 per MMBtu
Next 3,500 MMBtu	\$ 0.2425 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0520 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 16

Exhibit A

The rates were effective for the following Cities on 3/15/2018:

ABILENE	DENISON	KILLEEN
ADDISON	DENTON	KRUM
ALBANY	DESOTO	LAKE WORTH
ALLEN	DRAPER AKA CORRAL CITY	LAKESIDE
ALVARADO	DUNCANVILLE	LEWISVILLE
ANGUS	EASTLAND	LINCOLN PARK (ANNEXED WITH LITTLE ELM)
ANNA	EDGECLIFF VILLAGE	LITTLE ELM
ARGYLE	EMORY	LORENA
ARLINGTON	ENNIS	MADISONVILLE
AUBREY	EULESS	MALAKOFF
AZLE	EVERMAN	MANSFIELD
BEDFORD	FAIRVIEW	MCKINNEY
BELLMEAD	FARMERS BRANCH	MELISSA
BENBROOK	FARMERSVILLE	MESQUITE
BEVERLY HILLS	FATE	MIDLOTHIAN
BLOSSOM	FLOWER MOUND	MURPHY
BLUE RIDGE	FOREST HILL	NEWARK
BOWIE	FORNEY	NOCONA
BOYD	FORT WORTH	NORTH RICHLAND HILLS
BRIDGEPORT	FRISCO	NORTHLAKE
BROWNWOOD	FROST	OAK LEAF
BUFFALO	GAINSVILLE	OVILLA
BURKBURNETT	GARLAND	PALESTINE
BURLESON	GARRETT	PANTEGO
CADDO MILLS	GRAND PARAIRIE	PARIS
CANTON	GRAPEVINE	PARKER
CARROLLTON	GUNTER	PECAN HILL
CEDAR HILL	HALTOM CITY	PETROLIA
CELESTE	HARKER HEIGHTS	PLANO
CELINA	HASKELL	PONDER
CENTERVILLE	HASLET	POTTSBORO
CISCO	HEWITT	PROSPER
CLARKSVILLE	HIGHLAND PARK	QUITMAN
CLEBURNE	HIGHLAND VILLAGE	RED OAK
CLYDE	HONEY GROVE	RENO (PARKER COUNTY)
COLLEGE STATION	HURST	RHOME
COLLEYVILLE	IOWA PARK	RICHARDSON
COLORADO CITY	IRVING	RICHLAND
COMANCHE	JUSTIN	RICHLAND HILLS
COOLIDGE	KAUFMAN	RIVER OAKS
COPPELL	KEENE	ROANOKE
CORINTH	KELLER	ROBINSON
CRANDALL	KEMP	ROCKWALL
CROWLEY	KENNEDALE	ROSCOE
DALWORTHINGTON GARDENS	KERRVILLE	ROWLETT

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 17

Cities with Rate Effective 3/15/2018 (Continued)

ROYSE CITY	SULPHUR SPRINGS	WATAUGA
SACHSE	SWEETWATER	WAXAHACHIE
SAGINAW	TEMPLE	WESTLAKE
SANSOM PARK	TERRELL	WESTOVER HILLS
SEAGOVILLE	THE COLONY	WHITE SETTLEMENT
SHERMAN	TROPHY CLUB	WHITESBORO
SNYDER	TYLER	WICHITA FALLS
SOUTHLAKE	UNIVERSITY PARK	WOODWAY
SPRINGTOWN	VENUS	WYLIE
STAMFORD	VERNON	
STEPHENVILLE	WACO	

The rates were effective for the following Cities on **4/01/2018**:

ABBOTT	BRUCEVILLE-EDDY	DEPORT
ALBA	BRYAN	DETROIT
ALMA	BUCKHOLTS	DODD CITY
ALVORD	BUFFALO GAP	DOUBLE OAK
ANNOVA	BURNET	DUBLIN
ANSON	BYERS	EARLY
ARCHER CITY	CALDWELL	ECTOR
ATHENS	CALVERT	EDOM
AURORA	CAMERON	ELECTRA
AUSTIN	CAMPBELL	EMHOUSE
AVERY	CARBON	EUSTACE
BAIRD	CASHION COMMUNITY	EVANT
BALCH SPRINGS	CEDAR PARK	FAIRFIELD
BALLINGER	CHANDLER	FERRIS
BANDERA	CHICO	FRANKLIN
BANGS	CHILDRESS	FRANKSTON
BARDWELL	CHILLICOTHE	FREDERICKSBURG
BARRY	CLIFTON	GATESVILLE
BARTLETT	COCKRELL HILL	GEORGETOWN
BARTONVILLE	COLEMAN	GLEN ROSE
BELLEVUE	COLLINSVILLE	GLENN HEIGHTS
BELLS	COMMERCE	GODLEY
BELTON	COMO	GOLDTHWAITE
BENJAMIN	COOPER	GOODLOW
BERTRAM	COPPER CANYON	GORDON
BLACKWELL	COPPERAS COVE	GOREE
BLANKET	CORSICANA	GORMAN
BLOOMING GROVE	COVINGTON	GRANBURY
BLUE MOUND	COYOTE FLATS	GRANDVIEW
BLUM	CRAWFORD	GRANGER
BOGATA	CROSS ROADS	GREENVILLE
BONHAM	CUMBY	GROESBECK
BREMOND	DAWSON	GUSTINE
BRONTE	DECATUR	HAMLIN
BROWNSBORO	DELEON	HAMILTON

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 18

Cities with Rate Effective 4/01/2018 (Continued)

HAWLEY	MALONE	RANGER
HEARNE	MANOR	RAVENNA
HEATH	MARBLE FALLS	RENO (LAMAR COUNTY)
HEBRON	MARLIN	RETREAT
HENRIETTA	MART	RICE
HICKORY CREEK	MAYPEARL	RIESEL
HICO	MCGREGOR	RIO VISTA
HILLSBORO	MCLENDON-CHISHOLM	ROBERT LEE
HOLLAND	MEGARGEL	ROBY
HOLLIDAY	MERIDIAN	ROCHESTER
HOWE	MERKEL	ROCKDALE
HUBBARD	MEXIA	ROGERS
HUTCHINS	MIDWAY	ROSEBUD
HUTTO	MILES	ROSS
IMPACT	MILFORD	ROTAN
IREDELL	MILLSAP	ROUND ROCK
ITALY	MOBILE CITY	ROXTON
ITASCA	MOODY	RULE
JEWETT	MORAN	RUNAWAY BAY
JOSEPHINE	MORGAN	SADLER
JOSHUA	MUENSTER	SAINT JO
KERENS	MUNDAY	SAN ANGELO
KNOLLWOOD	MURCHISON	SAN SABA
KNOX CITY	NEVADA	SANCTUARY
KOSSE	NEW CHAPEL HILL	SANGER
KURTEN	NEWCASTLE	SANTA ANNA
LACY-LAKEVIEW	NOLANVILLE	SAVOY
LADONIA	NORMANGEE	SCURRY
LAKE DALLAS	NOVICE	SEYMOUR
LAKEPORT	OAK POINT	SHADY SHORES
LAMPASAS	OAKWOOD	SOMERVILLE
LANCASTER	O'BRIEN CO-OP GIN	SOUTH MOUNTAIN
LAVON	OGLESBY	SOUTHMAYD
LAWN	OLNEY	STAR HARBOR
LEANDER	PALMER	STOCKTON BEND
LEONA	PARADISE	STRAWN
LEONARD	PECAN GAP	STREETMAN
LEXINGTON	PENELOPE	SUN VALLEY
LINDSAY	PFLUGERVILLE	SUNNYVALE
LIPAN	PILOT POINT	TALTY
LITTLE RIVER ACADEMY	PLEASANT VALLEY	TAYLOR
LLANO	POINT	TEAGUE
LOMETA	POST OAK BEND	TEHUACANA
LONE OAK	POWELL	THORNDALE
LONGVIEW	POYNOR	THORNTON
LORAIN	PRINCETON	THRALL
LOTT	PUTNAM	THROCKMORTON
LUEDERS	QUANAH	TIOGA
MABANK	QUINLAN	TOCO

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 19

Cities with Rate Effective 4/01/2018 (Continued)

TOM BEAN
TRENT
TRENTON
TRINIDAD
TROY
TUSCOLA
TYE
VALLEY MILLS

VALLEY VIEW
VAN ALSTYNE
WALNUT SPRINGS
WEINERT
WEST
WESTWORTH VILLAGE
WHITEHOUSE
WHITEWRIGHT

WHITNEY
WILMER
WINDOM
WINTERS
WIXON VALLEY
WOLFE CITY
WORTHAM
YANTIS

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 784.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3312 per MMBtu
Next 3,500 MMBtu	\$ 0.2425 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0520 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 17

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 18

Exhibit A

The rates were effective for the following Cities on 3/15/2018:

ABILENE	DENISON	KILLEEN
ADDISON	DENTON	KRUM
ALBANY	DESOTO	LAKE WORTH
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ALVARADO	DUNCANVILLE	LEWISVILLE
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ANNA	EDGECLIFF VILLAGE	LITTLE ELM
ARGYLE	EMORY	LORENA
ARLINGTON	ENNIS	MADISONVILLE
AUBREY	EULESS	MALAKOFF
AZLE	EVERMAN	MANSFIELD
BEDFORD	FAIRVIEW	MCKINNEY
BELLMEAD	FARMERS BRANCH	MELISSA
BENBROOK	FARMERSVILLE	MESQUITE
BEVERLY HILLS	FATE	MIDLOTHIAN
BLOSSOM	FLOWER MOUND	MURPHY
BLUE RIDGE	FOREST HILL	NEWARK
BOWIE	FORNEY	NOCONA
BOYD	FORT WORTH	NORTH RICHLAND HILLS
BRIDGEPORT	FRISCO	NORTHLAKE
BROWNWOOD	FROST	OAK LEAF
BUFFALO	GAINSVILLE	OVILLA
BURKBURNETT	GARLAND	PALESTINE
BURLESON	GARRETT	PANTEGO
CADDO MILLS	GRAND PARAIRIE	PARIS
CANTON	GRAPEVINE	PARKER
CARROLLTON	GUNTER	PECAN HILL
CEDAR HILL	HALTOM CITY	PETROLIA
CELESTE	HARKER HEIGHTS	PLANO
CELINA	HASKELL	PONDER
CENTERVILLE	HASLET	POTTSBORO
CISCO	HEWITT	PROSPER
CLARKSVILLE	HIGHLAND PARK	QUITMAN
CLEBURNE	HIGHLAND VILLAGE	RED OAK
CLYDE	HONEY GROVE	RENO (PARKER COUNTY)
COLLEGE STATION	HURST	RHOME
COLLEYVILLE	IOWA PARK	RICHARDSON
COLORADO CITY	IRVING	RICHLAND
COMANCHE	JUSTIN	RICHLAND HILLS
COOLIDGE	KAUFMAN	RIVER OAKS
COPPELL	KEENE	ROANOKE
CORINTH	KELLER	ROBINSON
CRANDALL	KEMP	ROCKWALL
CROWLEY	KENNEDALE	ROSCOE
DALWORTHINGTON GARDENS	KERRVILLE	ROWLETT

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 19

Cities with Rate Effective 3/15/2018 (Continued)

ROYSE CITY	SULPHUR SPRINGS	WATAUGA
SACHSE	SWEETWATER	WAXAHACHIE
SAGINAW	TEMPLE	WESTLAKE
SANSOM PARK	TERRELL	WESTOVER HILLS
SEAGOVILLE	THE COLONY	WHITE SETTLEMENT
SHERMAN	TROPHY CLUB	WHITESBORO
SNYDER	TYLER	WICHITA FALLS
SOUTHLAKE	UNIVERSITY PARK	WOODWAY
SPRINGTOWN	VENUS	WYLIE
STAMFORD	VERNON	
STEPHENVILLE	WACO	

The rates were effective for the following Cities on 4/01/2018:

ABBOTT	BRUCEVILLE-EDDY	DEPORT
ALBA	BRYAN	DETROIT
ALMA	BUCKHOLTS	DODD CITY
ALVORD	BUFFALO GAP	DOUBLE OAK
ANNONA	BURNET	DUBLIN
ANSON	BYERS	EARLY
ARCHER CITY	CALDWELL	ECTOR
ATHENS	CALVERT	EDOM
AURORA	CAMERON	ELECTRA
AUSTIN	CAMPBELL	EMHOUSE
AVERY	CARBON	EUSTACE
BAIRD	CASHION COMMUNITY	EVANT
BALCH SPRINGS	CEDAR PARK	FAIRFIELD
BALLINGER	CHANDLER	FERRIS
BANDERA	CHICO	FRANKLIN
BANGS	CHILDRESS	FRANKSTON
BARDWELL	CHILLICOTHE	FREDERICKSBURG
BARRY	CLIFTON	GATESVILLE
BARTLETT	COCKRELL HILL	GEORGETOWN
BARTONVILLE	COLEMAN	GLEN ROSE
BELLEVUE	COLLINSVILLE	GLENN HEIGHTS
BELLS	COMMERCE	GODLEY
BELTON	COMO	GOLDTHWAITE
BENJAMIN	COOPER	GOODLOW
BERTRAM	COPPER CANYON	GORDON
BLACKWELL	COPPERAS COVE	GOREE
BLANKET	CORSICANA	GORMAN
BLOOMING GROVE	COVINGTON	GRANBURY
BLUE MOUND	COYOTE FLATS	GRANDVIEW
BLUM	CRAWFORD	GRANGER
BOGATA	CROSS ROADS	GREENVILLE
BONHAM	CUMBY	GROESBECK
BREMOND	DAWSON	GUSTINE
BRONTE	DECATUR	HAMLIN
BROWNSBORO	DELEON	HAMILTON

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 20

Cities with Rate Effective 4/01/2018 (Continued)

HAWLEY	MALONE	RANGER
HEARNE	MANOR	RAVENNA
HEATH	MARBLE FALLS	RENO (LAMAR COUNTY)
HEBRON	MARLIN	RETREAT
HENRIETTA	MART	RICE
HICKORY CREEK	MAYPEARL	RIESEL
HICO	MCGREGOR	RIO VISTA
HILLSBORO	MCLENDON-CHISHOLM	ROBERT LEE
HOLLAND	MEGARGEL	ROBY
HOLLIDAY	MERIDIAN	ROCHESTER
HOWE	MERKEL	ROCKDALE
HUBBARD	MEXIA	ROGERS
HUTCHINS	MIDWAY	ROSEBUD
HUTTO	MILES	ROSS
IMPACT	MILFORD	ROTAN
IREDELL	MILLSAP	ROUND ROCK
ITALY	MOBILE CITY	ROXTON
ITASCA	MOODY	RULE
JEWETT	MORAN	RUNAWAY BAY
JOSEPHINE	MORGAN	SADLER
JOSHUA	MUENSTER	SAINT JO
KERENS	MUNDAY	SAN ANGELO
KNOLLWOOD	MURCHISON	SAN SABA
KNOX CITY	NEVADA	SANCTUARY
KOSSE	NEW CHAPEL HILL	SANGER
KURTEN	NEWCASTLE	SANTA ANNA
LACY-LAKEVIEW	NOLANVILLE	SAVOY
LADONIA	NORMANGEE	SCURRY
LAKE DALLAS	NOVICE	SEYMOUR
LAKEPORT	OAK POINT	SHADY SHORES
LAMPASAS	OAKWOOD	SOMERVILLE
LANCASTER	O'BRIEN CO-OP GIN	SOUTH MOUNTAIN
LAVON	OGLESBY	SOUTHMAYD
LAWN	OLNEY	STAR HARBOR
LEANDER	PALMER	STOCKTON BEND
LEONA	PARADISE	STRAWN
LEONARD	PECAN GAP	STREETMAN
LEXINGTON	PENELOPE	SUN VALLEY
LINDSAY	PFLUGERVILLE	SUNNYVALE
LIPAN	PILOT POINT	TALTY
LITTLE RIVER ACADEMY	PLEASANT VALLEY	TAYLOR
LLANO	POINT	TEAGUE
LOMETA	POST OAK BEND	TEHUACANA
LONE OAK	POWELL	THORNDALE
LONGVIEW	POYNOR	THORNTON
LORAIN	PRINCETON	THRALL
LOTT	PUTNAM	THROCKMORTON
LUEDERS	QUANAH	TIOGA
MABANK	QUINLAN	TOCO

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 21

Cities with Rate Effective 4/01/2018 (Continued)

TOM BEAN
TRENT
TRENTON
TRINIDAD
TROY
TUSCOLA
TYE
VALLEY MILLS

VALLEY VIEW
VAN ALSTYNE
WALNUT SPRINGS
WEINERT
WEST
WESTWORTH VILLAGE
WHITEHOUSE
WHITEWRIGHT

WHITNEY
WILMER
WINDOM
WINTERS
WIXON VALLEY
WOLFE CITY
WORTHAM
YANTIS

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2018	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2018	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.77	0.1201	99.33	0.5737
Austin	10.38	0.1493	201.46	0.8942
Dallas	13.17	0.2062	183.71	1.0046
Waco	9.26	0.1323	124.57	0.6398
Wichita Falls	11.62	0.1278	114.97	0.5226

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B

Pensions and Retiree Medical Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2017

Line No.	Description (a)	Shared Services (b)		Post-Employment Benefit Plan (c)		Pension Account Plan (d)		Mid-Tex Direct Supplemental Executive Benefit Plan (e)		Post-Employment Benefit Plan (f)		Adjustment Total (g)
		Pension Account Plan		Employment Benefit Plan		Pension Account Plan		Supplemental Executive Benefit Plan		Employment Benefit Plan		
1	Fiscal Year 2018 Willis Towers Watson Report, as adjusted	\$ 4,082,906	\$	2,703,898	\$	6,964,307	\$	188,360	\$	3,724,168		
2	Allocation to Mid-Tex	43.55%		43.55%		71.24%		100.00%		71.24%		
	Fiscal Year 2018 Actuarially Determined Benefit Costs (Ln 1 x Ln 2)											
3	O&M and Capital Allocation Factor	\$ 1,778,092	\$	1,177,539	\$	4,961,241	\$	188,360	\$	2,653,027		
4	Fiscal Year 2018 Willis Towers Watson Benefit Costs To Approve	100.00%		100.00%		100.00%		100.00%		100.00%		
5	(Excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 1,778,092	\$	1,177,539	\$	4,961,241	\$	188,360	\$	2,653,027	\$	10,758,260
6												
7												
8	Summary of Costs to Approve (1):											
9												
10	O&M Expense Factor (WP_F-2.3, Ln 2)	80.15%		80.15%		40.05%		19.03%		40.05%		
11												
12												
13	Total Pension Account Plan	\$ 1,425,108	\$	943,775	\$	1,987,133	\$				\$ 3,412,241	
14	Total Post-Employment Benefit Plan									\$ 1,062,621	\$ 2,006,396	
15	Total Supplemental Executive Benefit Plan										35,837	
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,425,108	\$	943,775	\$	1,987,133	\$	35,837	\$	1,062,621	\$ 5,454,474	
17												

Note:

1. Mid-Tex is proposing that the fiscal year 2018 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The Company is requesting that the benchmark amount approved by the RRM Cities for future periods include only the expense amount. The amount attributable to capital would continue to be recorded to utility plant through the overhead process as described in the CAM.

Exhibit C

Amortization of Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2017
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year		End of Year		Balance as of December 31, 2017
		Rate Base Adjustment Amount	Annual Amortization (1)	Rate Base Adjustment Amount		
	(a)	(b)	(c)	(d)	(e)	
1	2017	\$	\$	\$	\$	289,813,479
2	2018	289,813,479	12,075,562	277,737,918		289,813,479
3	2019	277,737,918	12,075,562	265,662,356		
4	2020	265,662,356	12,075,562	253,586,795		
5	2021	253,586,795	12,075,562	241,511,233		
6	2022	241,511,233	12,075,562	229,435,671		
7	2023	229,435,671	12,075,562	217,360,110		
8	2024	217,360,110	12,075,562	205,284,548		
9	2025	205,284,548	12,075,562	193,208,986		
10	2026	193,208,986	12,075,562	181,133,425		
11	2027	181,133,425	12,075,562	169,057,863		
12	2028	169,057,863	12,075,562	156,982,301		
13	2029	156,982,301	12,075,562	144,906,740		
14	2030	144,906,740	12,075,562	132,831,178		
15	2031	132,831,178	12,075,562	120,755,616		
16	2032	120,755,616	12,075,562	108,680,055		
17	2033	108,680,055	12,075,562	96,604,493		
18	2034	96,604,493	12,075,562	84,528,932		
19	2035	84,528,932	12,075,562	72,453,370		
20	2036	72,453,370	12,075,562	60,377,808		
21	2037	60,377,808	12,075,562	48,302,247		
22	2038	48,302,247	12,075,562	36,226,685		
23	2039	36,226,685	12,075,562	24,151,123		
24	2040	24,151,123	12,075,562	12,075,562		
25	2041	12,075,562	12,075,562	(0)		
26						

Note:

1. The annual amortization of a 24 year recovery period is based on the Reverse South Georgia Method.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: September 11, 2018
Re: DC Ranch Agreement Amendment

Action Requested:

Consider and act to authorize the City Manager to execute an amendment to a contract by and between the City of Celina and DC Ranch Homeowner's Association for installation of street lights in the DC Ranch subdivision. (Laumer)

Background Information:

Upon the annexation of the DC Ranch subdivision by the City of May 10th, 2016, the City agreed to assume the subdivision's street lighting electric bills. Since that time, however, that subdivision has paid its own street lighting electric bills. In fulfillment of the City's expenses paid by the HOA, the City had agreed on April 10, 2018 to install 9 street lights, while DC Ranch would reimburse the City for the difference of \$5,000.

However, the City was able to achieve cost savings during the installation of the street lights, which eliminated the need for reimbursement from DC Ranch. Therefore, the City and DC Ranch have agreed to modify and amend the Agreement regarding the installation of these street lights.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This amendment has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement amendment

Staff Recommendation:

Staff recommends approval.

FIRST AMENDMENT TO AGREEMENT

This **FIRST AMENDMENT TO AGREEMENT** (the "Amendment") is made by and between The City of Celina, Texas ("City") and DC Ranch Homeowner's Association ("DC Ranch"), entered into this ____ day of _____, 2018.

WHEREAS, the City of Celina is a Home Rule City 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

WHEREAS, the City and DC Ranch entered into a certain Agreement (the "Agreement") dated April 10, 2018; and

WHEREAS, the Agreement addressed matters related to the installation of street lights in the DC Ranch subdivision; and

WHEREAS, the City was able to achieve certain cost savings which eliminated the need for reimbursement from DC Ranch; and

WHEREAS, the City and DC Ranch have agreed to modify and amend certain terms of the Agreement and desire to set forth such Amendment in writing.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2 of the Agreement is hereby repealed and is of no further force or effect.
2. No other amendment to the Agreement is made or intended to be made hereby and, except as amended by this Amendment, the Agreement is hereby ratified and reaffirmed by the City and DC Ranch Homeowner's Association.

Agreed and accepted this ____ day of _____, 2018.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

Attachment: Amendment to Agree - DL Ranch HOA (DC Ranch Agreement Amendment)

ATTEST:

City Secretary

By: Vicki Faulkner

EXECUTED as of the _____ day of _____, 2018.

DC RANCH HOMEOWNER'S ASSOCIATION

By: DC Ranch HOA

Name: _____

Title: HOA President

Attachment: Amendment to Agree - DL Ranch HOA (DC Ranch Agreement Amendment)

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2018 by Jason Laumer, City Manager of The City of Celina, Texas, on behalf of said city.

 Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
 §
 COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2018 by James Pierce, HOA President, DC Ranch Homeowner's Association, a Texas non-profit association, on behalf of said association.

 Notary Public - State of Texas

My commission expires: _____

Attachment: Amendment to Agree - DL Ranch HOA (DC Ranch Agreement Amendment)



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
Date: September 11, 2018
Re: Authorization for the City to enter into Interlocal Agreements with Collin County for FY2019 Dispatch services for police and fire, and jail services.

Action Requested:

Consider and act upon Interlocal Dispatch and Jail Services Agreements with Collin County. (Griggs)

Background Information:

Annual agreement for dispatch and jail services with Collin County.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Dispatch service charge for FY2019 of \$108,401.00, paid in quarterly installments of \$27,100.25, plus \$108.00 per activated radio on the Plano, Allen, Wylie, Murphy host system (currently totaling \$4,104.00); combined total FY2019 dispatch fee is \$112,505.46. Dispatch FY2019 service charge for the Fire Department is \$0.00.

Jail Services charge is \$94.47 per day for city Class C Misdemeanor charges. Additional charges for medical expenses could be charged if applicable.

Legal Review:

N/A

Supporting Documents:

Interlocal Agreements

Staff Recommendation:

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2018, by and between the Celina Fire Department (the “Fire Department”) 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 Fire Department 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 Fire/EMS services within the Fire Department jurisdiction and to dispatch the Fire personnel in response to such calls.

HOSTING SERVICES. The term “Hosting Services” means the County will store the Fire Department data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2018, and shall continue in full force and effect through September 30, 2019.

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 Fire Department 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 Fire Department and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The Fire Department hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the Fire Department, which may result in the unavailability of the County network.

Emergency maintenance and maintenance for which the County has not given the Fire Department 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 Fire Department 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 Fire Department shall have sole ownership of the Fire Department hosted data and the County shall make no claim to ownership of Fire Department hosted data.

3.05 Hosted Data Back Up. The County will back up the Fire Department 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 Fire Department 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 Fire Department data and/or verify data will be provided in accordance with the County's current rates.

3.06 Remote Access Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access 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 FY2019 are in the amount of \$0.

SECTION 6. CIVIL LIABILITY

6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the Fire Department. The parties agree that the County shall be acting as agent for the Fire Department in performing the services contemplated by this agreement.

6.02 The Fire Department 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 Fire Department 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 Fire Department, to:

(C) Collin County, Remote Access 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 Fire Department shall be provided by the Fire Department 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 Fire Department 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: _____

“FIRE DEPARTMENT”

BY: _____

TITLE: _____

DATE: _____

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2018, 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, 2018, and shall continue in full force and effect through September 30, 2019.

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 Remote Access Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access 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 FY2019 in the amount of \$108,401.00 shall be paid by the City in quarterly installments of \$27,100.25 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2019, the fee will be \$108 per radio and may be updated annually by PAWM.

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, Remote Access 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: _____

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2018, by and between the City of Celina and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att’y Gen. Op. No. JM-0151 (1984).
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 a class C misdemeanor or other violation of a municipal ordinance.

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 County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

As its term, this Agreement will last between October 1, 2018 and September 30, 2019. The parties expect to renew the Agreement for October 1, 2019 to September 30, 2020. In the event that such a renewal is delayed, however, this Agreement will automatically renew for another fiscal year under the terms set out here.

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to 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. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.* under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

3.02 Persons Accepted

- (1) The 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 the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the

discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states 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.”

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$94.47 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov’t Code, § 791.011(e).

5.02 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 with respect 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, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at 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 to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, 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.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov't Code, § 791.011(d)(3).

Section 6. Lawful Arrest and Detention

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 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 litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 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.

7.02 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 day before the date of this Agreement's termination.

Section 8. Civil Liability

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Celina or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other's address 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. The City may also provide a copy of a communication to:

Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will 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 the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process

before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will 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. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

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 and may be photocopied. A party may use a complete counterpart or photocopy as if it were 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 this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Collin County, Texas

By: _____
Keith Self, County Judge

Date: _____

City of Celina, Texas

By: _____

Date: _____

Title: _____



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: Director of Governmental Affairs Agreement

Action Requested:

Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and Corbett Howard for Professional Services and Employment as Director of Governmental Affairs. (Laumer)

Background Information:

This agreement delineates the terms of employment for Corbett Howard, the incoming Director of Governmental Affairs for the City of Celina. This is a new position, intended to increase Celina's relationships and collaboration with other government entities, including NCTCOG, NTTA, TxDOT, Collin and Denton Counties, as well as the state and federal governments and other public entities. Mr. Howard will also be appointed as Celina's representative for the McKinney Urban Transit District.

The position will also serve as Celina's legislative liaison, tracking proposed legislation that will affect the City, while testifying and rallying support for the City's interests and citizens.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

AGREEMENT FOR PROFESSIONAL SERVICES**AND EMPLOYMENT AS DIRECTOR OF GOVERNMENTAL AFFAIRS**

----- This Agreement for Professional Services and Employment as Director of Governmental Affairs of the City of Celina, Texas (this “Agreement”), is made and entered into effective as of this the 1st day of October, 2018, by and between the City of Celina, Texas, a municipal corporation (the “City”), and Corbett Howard, (the “Director”), to establish and set forth the terms and conditions of the employment for the Director.

WITNESSETH:

WHEREAS, the City desires to employ the services of Corbett Howard as the Director of Governmental Affairs, pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Director is currently under contract with the Celina Economic Development Corporation for professional services;

WHEREAS, upon execution of this Agreement by both parties the Director’s current contract with the Celina Economic Development Corporation shall terminate and be of no further effect;

WHEREAS, it is the desire of the City, to provide compensation and benefits, establish conditions of employment for, and to set the working conditions of Director as provided in this Agreement;

WHEREAS, the City desires to secure and retain the services of a Director of Governmental Affairs, to provide inducements for the Corbett Howard to accept employment as the Director and to remain in such employment, to encourage full work

productivity, and provide a proper means for termination, resignation, or retirement of Corbett Howard;

WHEREAS, except as otherwise specifically provided herein, the Director shall have and be eligible for the same benefits as are provided to all employees of the City; and

WHEREAS, the Corbett Howard has agreed to accept employment as the Director, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement;

NOW, THEREFORE, in consideration of the Director accepting employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the City and the Director hereby contract, covenant, and agree as follows:

Section 1. Duties. The City hereby engages the employment of Corbett Howard as the Director to perform the duties and functions specified by applicable law, this Agreement, and as the City Manager shall, from time to time, assign to the Director consistent with the intent of this Agreement.

Section 2. Term. The Term of this Agreement shall be from October 1, 2018 (the “Effective Date”) through September 30, 2020, unless it is terminated earlier by the Director or the City Manager under Section 9. On the Effective Date the Director’s current contract for professional services with the Celina Economic Development Corporation shall terminate and be of no further effect. The Director shall serve at the pleasure of the City Manager and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager, or the Director, to terminate the services of the Director at any time, subject only to applicable provisions of the city personnel policies,

and the provisions set forth hereinafter in the section titled "Termination." At the end of the Term the Director shall transition to employment on a non-contractual basis.

Section 3. Salary. City agrees to pay the Director an annual salary, which salary shall be \$123,500.00 Dollars and No/100s), per annum, payable in installments at the same time as other employees of the City are paid.

Section 4. Retirement Benefits. The Director shall be covered and governed by the same retirement system, as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. If the Director retires pursuant to a qualified retirement plan or is permanently disabled during the Term, the Director shall be compensated for all vacation leave, holidays, and other benefits then accrued or credited to the Director,

Section 5. Vacation and Leave Benefits.

The Director shall be entitled to four (4) weeks vacation benefit. Any vacation or sick leave which has accrued under the Director's contract with the Celina Economic Development Corporation shall transfer to his employment with the City. All provisions of the rules and regulations of the City applicable to leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Director as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Director herein; provided that sick leave, and all other benefits which vary according to tenure shall be calculated and granted to the Director in accordance with the City's regulations.

Section 6. Health Benefits.

The Director may obtain health, dental and vision plans with a provider of his choice and the

City agrees to pay a stipend for his coverage up to \$792.00 per month.

Section 7. Business Expenses. Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Director in the performance of the Director's duties. Upon prior approval of the City Manager, the City will pay or reimburse such business expenses, and the Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. The City agrees to provide the Director with a monthly car allowance of \$625.00. The City will provide the use of a cellular phone, subject to the discretion of the City Manager and any City cell phone policy, for any and all business related matters.

Section 8. Hours of Work. It is recognized that the Director is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The Director will report directly to the City Manager.

The Director acknowledges the proper performance of the duties of the Director will require the Director to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours.

The Director agrees to devote such additional time as is necessary for the full and proper performance of the Director's duties and that the compensation herein provided includes compensation for the performance of all such services.

However, the City intends that reasonable time off be permitted the Director, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Director.

The Director will devote full time and effort to the performance of the duties of the

Director, and shall remain in the exclusive employ of the City during the Term of this Agreement.

Section 9. Termination and Severance Pay.

A. Termination. In the event the Director is terminated by the Council during the Term of this Agreement and Director is then willing and able to perform all the duties of the Director under this Agreement, then, in that event, the City agrees to pay and the Director agrees to accept as his sole and exclusive remedy, payment of the monthly salary for six (6) months at the then current Annual Base Salary (less deductions for federal income tax, social security and Texas Municipal Retirement System, if applicable); and all accrued but unpaid vacation , not to exceed that amount allowed by the City.

B. Termination For Cause. In the event that the Director is terminated for cause the City shall have no obligation to pay any sums designated in this Section. For purposes of this Agreement, the term “for cause” is defined as follows:

1. Insubordination or failure to comply with lawful City Manager directives;
2. Failure to comply with the City Council’s policies or the City Council’s administrative regulations;
3. Neglect of duties;
4. Drunkenness or excessive use of alcoholic beverages;
5. Illegal use of drugs, hallucinogens or other substances regulated by the Texas Controlled Substances Act.
6. Conviction of a felony or crime involving moral turpitude;
7. Failure to meet the City’s standards of professional conduct of the City of Celina’s Code of Ethics;
8. Failure to comply with reasonable professional development requirements regarding advanced course work or professional development as requested by the City Council;
9. Disability, not otherwise protected by law, that impairs performance of the required duties of the Director;
10. Immorality, which is conduct the City Council determines is not in conformity with the accepted moral standards of the community encompassed by a Director. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative

- of corruption, indecency or depravity;
- 11. Assault on a person;
- 12. Knowingly falsifying records or documents related to the City of Celina's activities;
- 13. Conscious misrepresentation of facts to the City Council or other City officials in the conduct of the City's business; or
- 14. Any other reason constituting "good cause" pursuant to Texas law.

C. Resignation. If the Director terminates this Agreement by voluntary resignation of the position of Director, the Director shall give thirty (30) days notice in advance unless the Council agrees otherwise.

Section 10. Notices. All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

(1) City: 142 N. Ohio, Celina, TX 75009;

(2) Director: 1300 Bateman Lane, Celina, TX 75009.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

Section 11. General Provisions

A. Section headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

B. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Collin County, Texas.

C. Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

D. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and the Director concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

E. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the Director and the duly authorized representative of the Council.

F. Effective Date. This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Director.

G. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the City and the Director have executed this Agreement effective as of the date first written above.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

(City Seal)

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

AGREED AND ACCEPTED this the ____ day of _____, 20__.

Corbett Howard



Planning and Zoning Commission
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: The Columns (Tracts 1 and 2) PD Amendment

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 71.86 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, amending Planned Development No. 84 (PD-84), The Columns Zoning, Tracts 1 and 2. The tract is generally located north of future Punk Carter Parkway, south of CR-51, and east of Dallas North Tollway. (The Columns Zoning Amendment) (Jackson)

Owner:

CADG Celina Outer Loop, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, TX 75234

Background Information:

The applicant is requesting a change in the development regulations for Planned Development No. 84 (PD-84), The Columns Zoning, Tracts 1 and 2. The request centers on changing the multi-family design from the suburban “garden style” apartments to a more urban style - with both rental apartments and single-family attached homes that are owned individually (such as condominiums). The overall land use mix in both tracts will continue to have the underlying zoning designation of MU-2, Regional Mixed Use. This high intensity land use is appropriate since they are located adjacent to the Dallas North Tollway and just south of the future Collin County Outer Loop. The location of the multi-family tract is proposed to be moved from Tract 2 (north of the creek and floodway) to Tract 1 (south of the creek and floodway) so that commercial, office and retail uses can be located closer to the intersection of the Dallas North Tollway and the Outer Loop.

The applicant has restricted the types of multifamily development in Tracts 1 and 2 as follows:

- Stand-alone nonresidential, retail or commercial uses may occupy between 0% and 100% of the net developable acres and
- Stand-alone multiple-family uses may occupy up to 55% of the net developable acres bordering Doe Branch Creek or a maximum of 400 units.

Any multiple-family structures shall be oriented perpendicular to the adjacent single-family residential

lots to minimize the effect of the multi-story structures overlooking the back yards of homes. In addition, the setbacks adjacent to single-family residential lots shall be fifty (50) feet on any side. Conversely, the setbacks adjacent to non-residential uses shall be fifteen (15) feet on any side. A density bonus of five percent (5%) can be obtained when at least seventy-five (75%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed garages.

No changes are proposed for Tracts 3, 4, or 5.

Board Review/Citizen Input:

At the August 21, 2018 Regular Meeting of the Planning & Zoning Commission, the Commission voted 5-1 to recommend approval of this rezoning request (Commissioner Ousley opposed).

A notice of the public hearing was published in *The Celina Record* on August 3, 2018. Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal. However, a letter was received from the residents of Light Farms (within Celina's ETJ) opposing the zoning change. In addition, several residents of Light Farms spoke against the amendment during the Planning and Zoning Commission public hearing.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

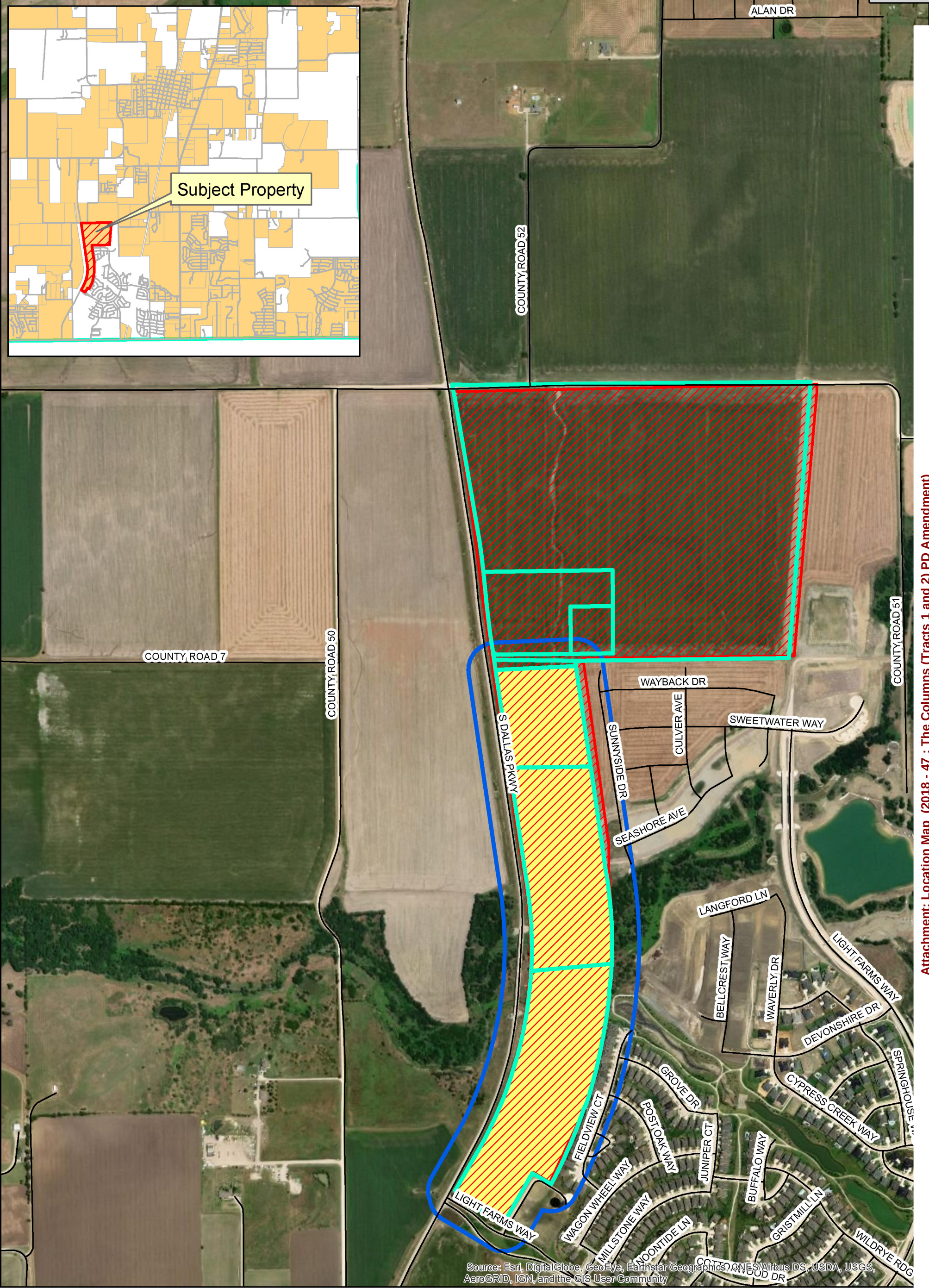
The City Attorney has reviewed the ordinance and determined that it is acceptable.

Supporting Documents:

- Location Map
- Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (2018 - 47 : The Columns (Tracts 1 and 2) PD Amendment)

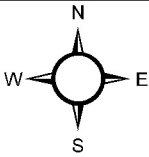


Columns PD Notification Map

Date: 8/2/2018

Legend

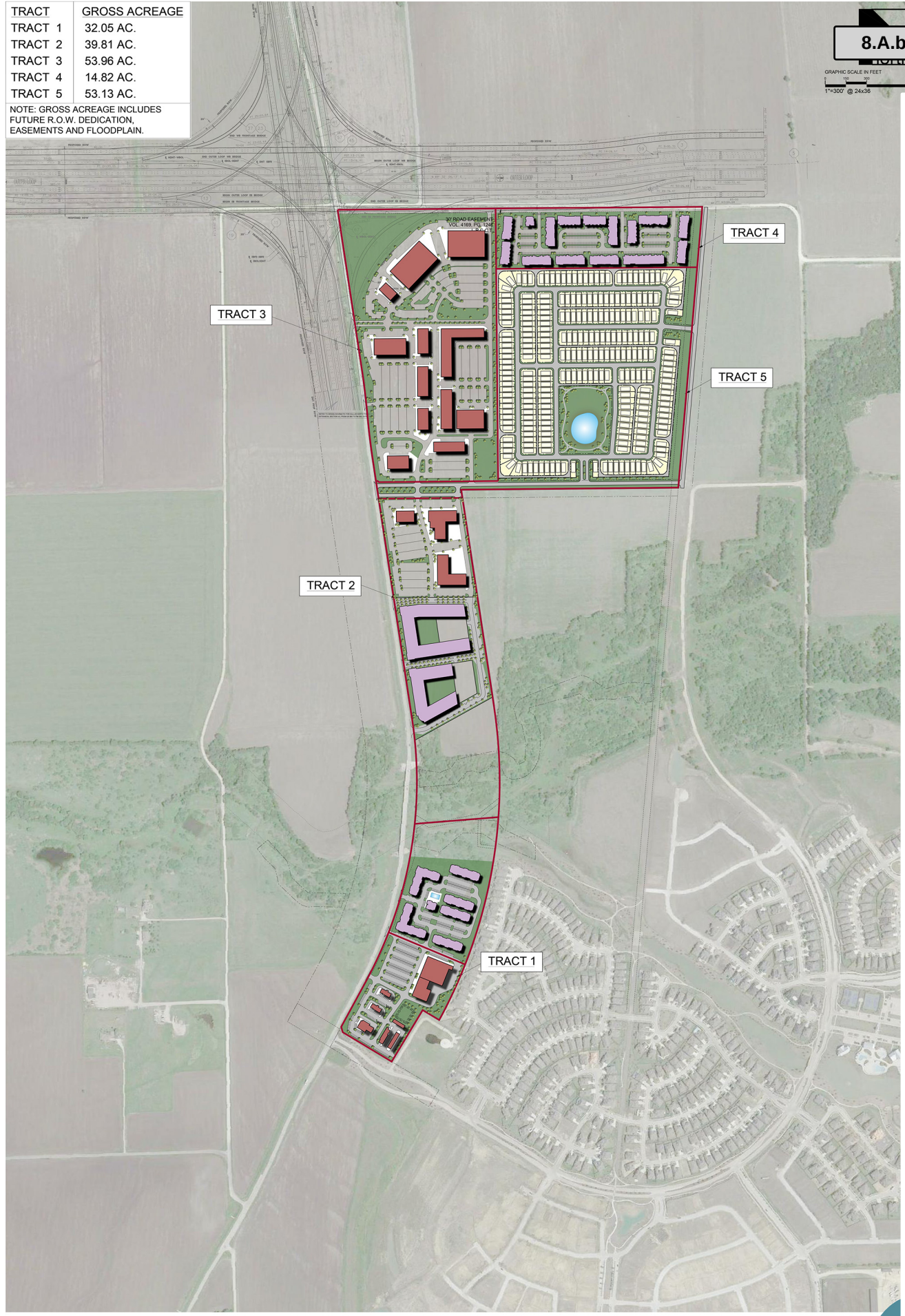
- Roads
- Notifications
- 200 Ft Buffer
- Columns
- Parcels Changing



0 480 960 Feet

TRACT	GROSS ACREAGE
TRACT 1	32.05 AC.
TRACT 2	39.81 AC.
TRACT 3	53.96 AC.
TRACT 4	14.82 AC.
TRACT 5	53.13 AC.

NOTE: GROSS ACREAGE INCLUDES FUTURE R.O.W. DEDICATION, EASEMENTS AND FLOODPLAIN.



Attachment: Proposed Concept Plan (2018 - 47 : The Columns (Tracts 1 and 2) PD Amendment)

The Homeplace at the Columns

EXHIBIT D - CONCEPT PLAN

Celina, Texas
August 2018

The Columns
EXHIBIT D
Development Regulations

Development within this Planned Development (PD) District must follow the regulations outlined below and meet the intent of the Concept Plan that is attached as Exhibit C. Any significant changes to the land uses depicted on the Concept Plans shall require approval of the City of Celina Planning & Zoning Commission, as well as the City of Celina City Council as outlined in the Zoning Ordinance, as it exists or may be amended.

TRACT 1:

PART 1 – LAND USES. All Commercial and Retail Development within Tract 1 (see Exhibit C) shall meet the standards of the Retail and Office (RO) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended, except as noted below.

(a) General purpose and description. This district is established to provide areas for retail sales and professional offices that may not be 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) Permitted Uses by Right:

1. Armed Services Recruiting
2. Artist Studio
3. Auto Supply Store (new & rebuilt parts)
4. Bakery or Confectionary (retail)
5. Bank/Credit Union
6. Child Daycare (business)
7. Church/Place of Worship
8. Convenience Store
9. Convenience Store (with or without gas sales)
10. Food or Grocery Store
11. Franchised Private Utility
12. Gas Station
13. General Retail Store
14. Laundry/Dry Cleaning (drop off/pick up)
15. Medical Facilities
16. Offices (professional and general business)
17. Personal Services Shop
18. Pet and Animal Grooming Shop
19. Restaurant (drive-in service)
20. Restaurant (drive-through service)
21. Restaurant
22. Seasonal Business
23. Temporary Business
24. Veterinarian (indoor kennels)

Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Club, private (Class I & II)
4. Concrete or Asphalt Batching Plant (temporary)
5. Farmers Market (public)
6. Funeral Home (without crematorium)
7. Kiosk (providing a service, must have principal use)

8. Mini Warehouse/Self Storage
9. Nursery (retail sales outdoor)
10. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)

(c) Prohibited Uses:

1. Check Cashing Services
2. Motorcycle Sales and Repair
3. Recycling Kiosk
4. Sexually Oriented Businesses

(d) Definitions:

Urban Style Apartments - Multi-Family Dwellings three (3) stories or greater in height. Urban Style Apartments are typically designed to either have structured parking or designed where surface parking is interior to the site and screened from public streets using landscape or hardscape. The intent of this type of development is to prevent large visible parking areas. Urban Style Apartments shall be located in the northern border of Tract 1 along the south of Doe Branch Creek.

PART 2 – MULTIPLE FAMILY REGULATIONS

(a) Density: Multiple-family units (Urban Style); maximum thirty-five (35) dwelling units per net acre;

(b) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:

1. Residential uses (stand-alone). No stand-alone residential use is allowed within this tract; and
2. Residential uses (integrated). No integrated residential use is allowed within this tract; and
3. Nonresidential uses (stand-alone). between 0% and 100% of the net developable acres; or
4. Multiple-family uses (stand-alone). Stand-alone Multiple-Family use may be up to 55% of the net developable acres bordering Doe Branch Creek, +/- 5%. Max 400 Units.

(c) Open space:

Regardless of the type of development, a minimum of twenty percent (20%) of the gross acreage of tract will be reserved as usable open space. Open Space may consist of any pervious areas including landscape reserves, landscape islands, publicly accessible detention/drainage facilities, 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 with trees spaces at a spacing not greater than sixty-foot (60') centers and improved with five-foot (5') sidewalk and benches on a minimum of two (2) sides. A minimum of 1.5 acres of Open Space shall be provided outside the floodplain or detention areas. Open space must be maintained through a Property Owner's Association (POA). Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

1. Impervious surface. Maximum eight percent (80%) of the gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, alleys, and loading areas.
2. Connectivity. A minimum of two (2) fire lane and 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.

(d) Lot regulations for Multiple-Family:

1. Lot Size: Minimum five (5) acres
2. Height:

Number of Stories	Maximum Height
Three (3)	Fifty (50) feet
Five (4)	Sixty Five (65) feet
Five (5)	Eighty (80) feet

Six (6) or more	One Hundred thirty (130) feet
-----------------	-------------------------------

3. Setbacks:

	Common Property Line Adjacent to Single Family Residential*	Common Property Line Adjacent to Non-Residential
Front Yard	Fifty (50) feet	Fifteen (15) feet
Side Yard	Fifty (50) feet	Fifteen (15) feet
Rear Yard	Fifty (50) feet	Fifteen (15) feet

* If a public road, public alley, fire lane, or open space separates a multi-family development from a single-family development or use, then half (1/2) the width of the public road, public alley, or open space can be deducted from the required setback, but the setback cannot be any less than the standard for property adjacent to non-residential development or use.

4. Parking:

(i) Number per unit:

- 1.75 spaces per one-bedroom unit.
- 2 spaces per two-bedroom unit.
- 2.5 spaces per three-bedroom unit.
- 3 spaces per unit with four or more bedrooms.

(ii) Density bonus:

- An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least seventy-five percent (75%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

(iii) Standards:

- A paved walkway shall connect the front door of each ground floor unit to a parking area.
- Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- Parking is not allowed between the building and a public street.
- Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.

PART 3 – NONRESIDENTIAL REGULATIONS

(a) Height regulations.

1. Main buildings. Maximum forty-five (45) feet.
2. Accessory buildings. Maximum one story or twenty-five (25) feet for accessory buildings.

(b) Area regulations - Size of lots.

1. Maximum lot size. No maximum lot size.
2. Minimum lot size. No lot shall be less than 26,000 square feet.

(c) Setbacks.

1. Front Yard. A minimum building setback of twenty-five (25) feet shall be provided at the front of the lot. All yards adjacent to a public street shall be considered front yards.
2. Side Yard. A minimum building setback of ten (10) feet shall be provided on the side of the lot. A minimum setback of fifteen (15) feet shall be provided on the side of the lot when adjacent to a residential lot or adjacent to public street. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
3. Rear Yard. A minimum building setback of twenty-five (25) feet shall be provided on the rear of

the lot. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

- (d) Minimum open space requirement. The minimum open space shall be fifteen percent (15%) of the total tract area.

Open space may consist of any pervious areas including landscape reserves, publicly accessible detention/drainage facilities, 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 improved with sidewalks and benches on a minimum of two (2) sides. Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

- (e) Maximum impervious surface. The maximum impervious surface for this tract shall be eighty-five percent (85%). Open space/pervious surface provided by the overall tract must be managed by a Property Owner's Association (POA) to ensure it is preserved and maintained.
- (f) Building size for nonresidential structures. The building footprint area shall not exceed 250,000 square feet in size.
- (g) Connectivity: A minimum of two (2) fire lane and 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 for the overall tract. Vehicular cross access shall be provided between lots within the tract.
- (h) Parking requirements. Refer to current Zoning Ordinance.
- (i) Landscaping requirements. Refer to current Zoning Ordinance and Subdivision Ordinance.
- (j) Special district requirements.
1. Open storage. Open storage is prohibited.
 2. Temporary facilities.
 - i. There shall be no permanent use of temporary facilities or buildings.
 - ii. Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.
 - iii. Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view and located on a concrete pad. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure. Use of shipping containers shall be limited to a continuous time-frame of two months.
 3. Outdoor Sales.
 - i. Large retail centers may include departments on the exterior of the air- conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:
 - ii. The structure must be built of permanent materials and connected to the main building. Screening shall provide eighty-five percent (85%) opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.

TRACT 2:

All Mixed-Use development within Tract 2 (see Exhibit D) shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist, or may be amended, except as noted below.

PART 1 – LAND USES.

- (a) General purpose and description. This district is established to provide areas for mixed-use development, encourage and promote well-planned, compact and viable commercial development,

large scale office, or high density multi-family.

(b) Permitted Uses by Right:

1. Armed Services Recruiting
2. Artist Studio
3. Assisted Living Facility
4. Bakery or Confectionary (retail)
5. Bank/Credit Union
6. Child Daycare (business)
7. Convenience Store
8. Convenience Store (with or without gas sales)
9. Dwelling, Multi-Family (garden style)
10. Dwelling, Multi-Family (urban style)
11. Food or Grocery Store
12. General Retail Store
13. Laundry/Dry Cleaning (drop off/pick up)
14. Offices (professional and general business)
15. Personal Services Shop
16. Restaurant (drive-in service)
17. Restaurant (drive-through service)
18. Restaurant
19. Veterinarian (indoor kennels)

(c) Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Funeral Home (without crematorium)
4. Kiosk (providing a service, must have principal use)
5. Nursery (retail sales outdoor)
6. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)

(d) Prohibited Uses

1. Dwelling, Single Family Detached
2. Check Cashing Services
3. Club, private (Class I & 11)
4. Motorcycle Sales and Repair
5. Recycling Kiosk
6. Sexually Oriented Businesses

(e) Definitions

1. Urban Style Apartments - Multi-Family Dwellings three (3) stories or greater in height. Urban Style Apartments are typically designed to either have structured parking or designed where surface parking is interior to the site and screened from public streets using landscape or hardscape. The intent of this type of development is to prevent large visible parking areas. Urban Style Apartments shall be located in the southern border of Tract 2 along the northern border of Doe Branch Creek.

PART 2 – MULTIPLE FAMILY REGULATIONS.

- (a) Density: Multiple-family units (Urban Style); maximum thirty-five (35) dwelling units per net acre;

- (b) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:

1. Residential uses (stand-alone): No stand-alone residential use is allowed within this tract; and
2. Residential uses (integrated): No integrated residential use is allowed within this tract; and
3. Nonresidential uses (stand-alone): between 0% and 100% of the net developable acres; or
4. Multiple-family uses (stand-alone): Stand-alone Multiple-Family use may be up to fifty-five percent (55%) of the net developable acres of Tract 2 bordering Doe Branch Creek, +/- 5%. No Multifamily use allowed on ten (10) acres bordering Punk Carter Boulevard.

(c) Open space: Regardless of the type of development, a minimum of twenty percent (20%) of the gross acreage of tract will be reserved as usable open space. Open Space may consist of any pervious areas including landscape reserves, landscape islands, publicly accessible detention/drainage facilities, 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 with trees spaces at not greater than sixty-feet (60') centers and improved with five-foot (5') sidewalk and benches on a minimum of two (2) sides. A minimum of 1.5 acres of Open Space shall be provided outside the floodplain or detention areas. Open space must be maintained through a Property Owner's Association (POA). Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

1. Impervious surface. Maximum eighty percent (80%) of the gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, alleys, and loading areas.
2. Connectivity. A minimum of two (2) fire lane and 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.

(d) Lot regulations for Multiple-Family

1. Lot Size: Minimum five (5) acres
2. Height:

Number of Stories	Maximum Height
Three (3)	Fifty (50) feet
Five (4)	Sixty Five (65) feet
Five (5)	Eighty (80) feet
Six (6) or more	One Hundred thirty (130) feet

3. Setbacks:

	Common Property Line Adjacent to Single Family Residential*	Common Property Line Adjacent to Non-Residential
Front Yard	Fifty (50) feet	Fifteen (15) feet
Side Yard	Fifty (50) feet	Fifteen (15) feet
Rear Yard	Fifty (50) feet	Fifteen (15) feet

* If a public road, public alley, fire lane, or open space separates a multi-family development from a single-family development or use, then half (1/2) the width of the public road, public alley, or open space can be deducted from the required setback, but the setback cannot be any less than the standard for property adjacent to non-residential development or use.

4. Parking:

(i) Number of spaces per unit:

- a. 1.75 spaces per one-bedroom unit.
- b. 2 spaces per two-bedroom unit.
- c. 2.5 spaces per three-bedroom unit.
- d. 3 spaces per unit with four or more bedrooms.

(ii) Density bonus: An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least seventy-five percent (75%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

(iii) Standards:

- a. A paved walkway shall connect the front door of each ground floor unit to a parking area.

- b. Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- c. Parking is not allowed between the building and a public street.
Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.
- d. Parking areas shall comply with the landscaping requirements specified in the Zoning Ordinance.

PART 3 - NONRESIDENTIAL DEVELOPMENT.

- (a) Lot size: Minimum ten thousand (10,000) square feet and 100 feet in width when measured at the front yard setback line.
- (b) Height: Primary structure shall not exceed 175 feet in height as measured to the peak.
- (c) Interior setbacks: Primary structure:
 - 1. Front yard. A minimum building setback of twenty-five (25) foot, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A corner lot shall have two front yards.
 - 2. Side yard. A minimum building setback of ten (10) feet; or when nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
 - 3. Rear yard. A minimum building setback of fifteen (15) feet. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
- (d) Parking requirements. Refer to current Zoning Ordinance.
For All Mixed-Use Developments, on-street or off-street parking may be shared among residential and non-residential users as well as among users of different properties so long as the shared parking agreement is executed among property owners.
- (e) Landscaping requirements. Refer to the current Zoning Ordinance and Subdivision Ordinance.
- (f) Special district requirements.
 - 1. Open storage. Open storage is prohibited.
 - 2. Temporary facilities.
 - (i) There shall be no permanent use of temporary facilities or buildings.
 - (ii) Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved
 - (iii) Surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.
 - (iv) Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view and located on a concrete pad. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure. Use of shipping containers shall be limited to a continuous time-frame of two (2) months.
 - 3. Outdoor Sales.
 - (i) Large retail centers may include departments on the exterior of the air- conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:
 - (ii) The structure must be built of permanent materials and connected to the main building. Screening shall provide eighty-five percent (85%) opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2018-_____
THE COLUMNS PLANNED DEVELOPMENT NO. 84, TRACTS 1 AND 2**

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 71.86 ACRE TRACT OF LAND LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, 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 NO. 84; 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 "PD" Planned Development District No. 84 is hereby amended as "PD" Planned Development District No. 84 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. 84.

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 11th day of September, 2018.

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: The Columns, Tracts 1 & 2 Ordinance, PD-84 (2018 - 47 : The Columns (Tracts 1 and 2) PD Amendment)

EXHIBIT A
THE COLUMNS - TRACT 1
LEGAL DESCRIPTION - 32.05 ACRES

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the north line of Light Farms Way, for the most southerly southeast comer of said CADG Celina Outer Loop tract:

THENCE North 59°00'44" West, with said north line, a distance of 622.16 feet to a point in the future centerline of Dallas Parkway, for the southwest comer of this tract;

THENCE North 28°30'48" East, with said future centerline, a distance of 391.96 feet to a point for a comer at the beginning of a non-tangent curve to the left having a central angle of 25°16'46" a radius of 2807.30 feet, a chord bearing and distance of North 16°07'53" East, 1228.59 feet;

THENCE in a northeasterly direction, continuing with said future centerline and curve to the left, an arc distance of 1238.61 feet to a point for the northwest comer of this tract;

THENCE North 85°05'28" East, leaving said future centerline, over and across said CADG Celina Outer Loop tract, a distance of 787.04 feet to a point in the east line of said CADG Celina Outer Loop tract, for the northeast comer of this tract and being the beginning of a non-tangent curve to the right having a central angle of 26°27'57" a radius of 3644.79 feet, a chord bearing and distance of South 15°07'11" West, 1668.66 feet;

THENCE in a southwesterly direction, with said east line and curve to the right, an arc distance of 1683.59 feet to a point for the most easterly southeast comer of this tract;

THENCE North 58°58'59" West, a distance of 139.64 feet to a point for an interior "ell" comer of said CADG Celina Outer Loop tract and this tract;

THENCE South 30°59'59" West, a distance of 435.58 feet to the **POINT OF BEGINNING** and containing 32.05 acres of land, more or less.

Attachment: The Columns, Tracts 1 & 2 Ordinance, PD-84 (2018 - 47 : The Columns (Tracts 1 and 2) PD Amendment)

**THE COLUMNS -TRACT 2
LEGAL DESCRIPTION - 39.81 ACRES**

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the east line of said CADG Celina Outer Loop tract, for the northeast corner of this tract from which the most westerly southeast corner of said CADG Celina Outer Loop tract bears North 8°36'11" West, a distance of 60.60 feet;

THENCE South 8°36'11" East, with said east line, a distance of 1525.17 feet to a point at the beginning of a tangent curve to the right having a central angle of 10°29'23", a radius of 3644.79 feet, a chord bearing and distance of South 3°21'29" East, 666.36 feet;

THENCE continuing with said east line, in a southeasterly direction and with said curve to the right, an arc distance of 667.29 feet to a point for the southeast corner of this tract;

THENCE South 85°05'28" West, over and across said CADG Celina Outer Loop tract, a distance of 787.04 feet to a point for the southwest corner of this tract and being in the future centerline of Dallas Parkway, said point being the beginning of a non-tangent curve to the left having a central angle of 11°50'15", a radius of 2989.06 feet, a chord bearing and distance of North 2°25'37" West, 616.45 feet;

THENCE a northwesterly direction, with said future centerline and curve to the left, an arc distance of 617.54 feet to a point for corner;

THENCE North 8°36'12" West, a distance of 1635.71 feet to a point for the northwest corner of this tract;

THENCE North 89°27'47" East, over and across said CADG Celina Outer Loop tract, a distance of 787.80 feet to the **POINT OF BEGINNING** and containing 39.81 acres of land, 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.

EXHIBIT B
Zoning Exhibit
Tracts 1 and 2 only

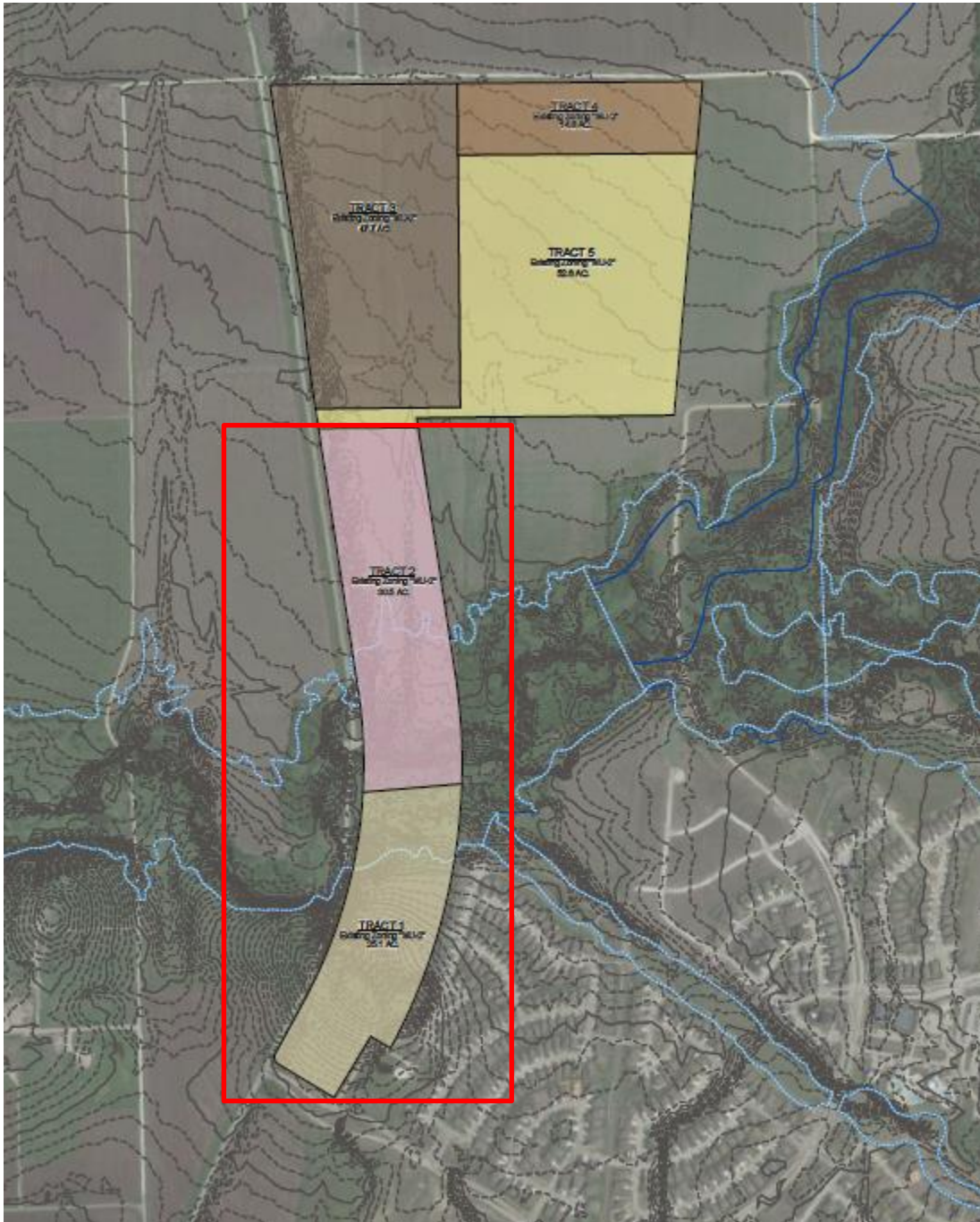


EXHIBIT C

**Concept Plan
Tracts 1 and 2**



EXHIBIT D
Tract 1 and 2
Development Regulations

Development within this Planned Development (PD) District must follow the regulations outlined below and meet the intent of the Concept Plan attached herein as Exhibit C. Any significant changes to the land uses depicted on the Concept Plan shall require approval of the City of Celina Planning & Zoning Commission, as well as the City of Celina City Council as outlined in Sec. 14.03.031 of the Code of Ordinances, as it exists or may be amended.

TRACT 1:

PART 1 – Uses. All Commercial and Retail Development within Tract 1 (see Exhibit C) shall meet the standards of the Retail and Office (RO) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended, except as noted below.

(a) General purpose and description. This district is established to provide areas for retail sales and professional offices which may not be 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) Permitted Uses by Right:

1. Armed Services Recruiting
2. Artist Studio
3. Auto Supply Store (new & rebuilt parts)
4. Bakery or Confectionary (retail)
5. Bank/Credit Union
6. Child Daycare (business)
7. Church/Place of Worship
8. Convenience Store
9. Convenience Store (with or without gas sales)
10. Food or Grocery Store
11. Franchised Private Utility
12. Gas Station
13. General Retail Store
14. Laundry/Dry Cleaning (drop off/pick up)
15. Medical Facilities
16. Offices (professional and general business)
17. Personal Services Shop
18. Pet and Animal Grooming Shop
19. Restaurant (drive-in service)
20. Restaurant (drive-through service)
21. Restaurant
22. Seasonal Business
23. Temporary Business
24. Veterinarian (indoor kennels)

Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Club, Private (Class I & II)
4. Concrete or Asphalt Batching Plant (temporary)
5. Farmers Market (public)
6. Funeral Home (without crematorium)
7. Kiosk (providing a service, must have principal use)

8. Mini Warehouse/Self Storage
9. Nursery (retail sales outdoor)
10. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire associated structure)

(c) Prohibited Uses:

1. Check Cashing Services
2. Motorcycle Sales and Repair
3. Recycling Kiosk
4. Sexually Oriented Businesses

(d) Definitions:

Urban Style Apartments - Multi-Family Dwellings no more than four (4) stories in height. Urban Style Apartments are typically designed to either have structured parking or designed where surface parking is interior to the site and screened from public streets using landscape or hardscape. The intent of this type of development is to prevent large visible parking areas. Urban Style Apartments shall be located in the northern border of Tract 1 along the south of Doe Branch Creek.

Part 2 – MULTIPLE FAMILY REGULATIONS

(a) Density: Multiple-family units (Urban Style); maximum thirty-five (35) dwelling units per net acre;

(b) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:

1. Residential uses (stand-alone). No stand-alone residential use is allowed within Tract 1; and
2. Residential uses (integrated). No integrated residential use is allowed within Tract 1; and
3. Nonresidential uses (stand-alone). between 0% and 100% of the net developable acres; or
4. Multiple-family uses (stand-alone). Stand-alone Multiple-Family use may be up to 55% of the net developable acres bordering Doe Branch Creek, +/- 5%. Max 400 Units.

(c) Open space:

Regardless of the type of development, a minimum of twenty percent (20%) of the gross acreage of tract will be reserved as usable open space. Open Space may consist of any pervious areas including landscape reserves, landscape islands, publicly accessible detention/drainage facilities, 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 with trees spaced at no greater than sixty-feet (60') on center and improved with five-foot (5') sidewalk and benches on a minimum of two (2) sides. A minimum of 1.5 acres of Open Space shall be provided outside the floodplain or detention areas. Open space must be maintained through a Property Owner's Association (POA). Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

1. Impervious surface. Maximum eighty percent (80%) of the gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, alleys, and loading areas.
2. Connectivity. A minimum of two (2) fire lane and 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.

(d) Landscaping requirements: Refer to article 14.05, division 3, **except that a twenty-five (25) foot landscape buffer shall be provided adjacent to any single family residential development. Within that buffer, one large canopy tree shall be provided every fifty (50) linear feet and one large evergreen tree shall be provided every fifty (50) linear feet, staggered or offset from one another to provide additional screening**

(e) Lot regulations for Multiple-Family on Tract 1:

1. Lot Size: Minimum five (5) acres
2. Height:

Number of Stories	Maximum Height
Three (3)	Fifty (50) feet

Four (4)	Sixty Five (65) feet
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3. Setbacks:

	Common Property Line Adjacent to Single Family Residential when Structure is 1-3 stories	Common Property Line Adjacent to Single Family Residential when Structure is 4 stories	Common Property Line Adjacent to Non-Residential
Front Yard	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet
Side Yard	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet
Rear Yard	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet

4. Parking:

(i) Number per unit:

- 1.75 spaces per one-bedroom unit.
- 2 spaces per two-bedroom unit.
- 2.5 spaces per three-bedroom unit.
- 3 spaces per unit with four or more bedrooms.

(ii) Density bonus:

- An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least seventy-five percent (75%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

(iii) Standards:

- A paved walkway shall connect the front door of each ground floor unit to a parking area.
- Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- Parking is not allowed between the building and a public street.
- Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.

Part 3 – NONRESIDENTIAL REGULATIONS

(a) Height regulations:

1. Main buildings. Maximum forty-five (45) feet.
2. Accessory buildings. Maximum one story or twenty-five (25) feet for accessory buildings.

(b) Area regulations - Size of lots:

1. Maximum lot size. No maximum lot size.
2. Minimum lot size. No lot shall be less than 26,000 square feet.

(c) Setbacks:

1. Front Yard. A minimum building setback of twenty-five (25) feet shall be provided at the front of the lot. All yards adjacent to a public street shall be considered front yards.
2. Side Yard. A minimum building setback of ten (10) feet shall be provided on the side of the lot. A minimum setback of fifteen (15) feet shall be provided on the side of the lot when adjacent to a residential lot or adjacent to public street. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
3. Rear Yard. A minimum building setback of twenty-five (25) feet shall be provided on the rear of the lot.

A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.

- (d) Minimum open space requirement: The minimum open space shall be 15% of the total tract area. Open space may consist of any pervious areas including landscape reserves, publicly accessible detention/drainage facilities, 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 improved with sidewalks and benches on a minimum of two (2) sides. Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.
- (e) Maximum impervious surface: The maximum impervious surface for this tract shall be 85%. Open space/pervious surface provided by the overall tract must be managed by a Property Owner's Association (POA) to ensure it is preserved and maintained.
- (f) Building size for nonresidential structures: The building footprint area shall not exceed 250,000 square feet in size.
- (g) Connectivity: A minimum of two (2) fire lane and 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 for the overall tract. Vehicular cross access shall be provided between lots within the tract.
- (h) Parking requirements: Refer to article 14.05, division 2.
- (i) Landscaping requirements: Refer to article 14.05, division 3.
- (j) Special district requirements:
 - 1. Open storage. Open storage is prohibited.
 - 2. Temporary facilities.
 - i. There shall be no permanent use of temporary facilities or buildings.
 - ii. Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.
 - iii. Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view and located on a concrete pad. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure. Use of shipping containers shall be limited to a continuous time-frame of two months.
 - 3. Outdoor Sales.
 - i. Large retail centers may include departments on the exterior of the air- conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:
 - ii. The structure must be built of permanent materials and connected to the main building. Screening shall provide eighty-five percent (85%) opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.

TRACT 2:

All Mixed-Use development within Tract 2 (see Exhibit D) shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist, or may be amended, except as noted below.

Part 1 – LAND USES

- (a) General purpose and description. This district is established to provide areas for mixed use development, encourage and promote well-planned, compact and viable commercial development, large scale office, or high density multi-family.
- (b) Permitted Uses by Right:

1. Armed Services Recruiting
2. Artist Studio
3. Assisted Living Facility
4. Bakery or Confectionary (retail)
5. Bank/Credit Union
6. Child Daycare (business)
7. Convenience Store
8. Convenience Store (with or without gas sales)
9. Dwelling, Multi-Family (garden style)
10. Dwelling, Multi-Family (urban style)
11. Food or Grocery Store
12. General Retail Store
13. Laundry/Dry Cleaning (drop off/pick up)
14. Offices (professional and general business)
15. Personal Services Shop
16. Restaurant (drive-in service)
17. Restaurant (drive-through service)
18. Restaurant
19. Veterinarian (indoor kennels)

(c) Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Funeral Home (without crematorium)
4. Kiosk (providing a service, must have principal use)
5. Nursery (retail sales outdoor)
6. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire structure)

(d) Prohibited Uses:

1. Dwelling, Single Family Detached
2. Check Cashing Services
3. Club, private (Class I & 11)
4. Motorcycle Sales and Repair
5. Recycling Kiosk
6. Sexually Oriented Businesses

(e) Definitions:

Urban Style Apartments - Multi-Family Dwellings no more than four (4) stories in height. Urban Style Apartments are typically designed to either have structured parking or designed where surface parking is interior to the site and screened from public streets using landscape or hardscape. The intent of this type of development is to prevent large visible parking areas. Urban Style Apartments shall be located in the southern border of Tract 2 along the northern border of Doe Branch Creek.

Part 2 – MULTIPLE FAMILY REGULATIONS

- (a) Density: Multiple-family units (Urban Style); maximum thirty-five (35) dwelling units per net acre;
- (b) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:
 1. Residential uses (stand-alone): No stand-alone residential use is allowed within Tract 2; and
 2. Residential uses (integrated): No integrated residential use is allowed within Tract 2; and
 3. Nonresidential uses (stand-alone): between 0% and 100% of the net developable acres; or
 4. Multiple-family uses (stand-alone): Stand-alone Multiple-Family use may be up to 55% of the net developable acres of Tract 2 bordering Doe Branch Creek, +/- 5%. No Multifamily use allowed on ten (10) acres bordering Punk Carter BLVD.

- (c) Open space: Regardless of the type of development, a minimum of twenty (20) percent of the gross acreage of tract will be reserved as usable open space. Open Space may consist of any pervious areas including landscape reserves, landscape islands, publicly accessible detention/drainage facilities, 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 with trees spaces at not greater than sixty-feet (60') centers and improved with five-foot (5') sidewalk and benches on a minimum of two (2) sides. A minimum of 1.5 acres of Open Space shall be provided outside the floodplain or detention areas. Open space must be maintained through a Property Owner's Association (POA). Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.
1. Impervious surface. Maximum eighty percent (80%) of the gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, alleys, and loading areas.
 2. Connectivity. A minimum of two (2) fire lane and 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.
- (d) Landscaping requirements: Refer to article 14.05, division 3, **except that a twenty-five (25) foot landscape buffer shall be provided adjacent to any single family residential development. Within that buffer, one large canopy tree shall be provided every fifty (50) linear feet and one large evergreen tree shall be provided every fifty (50) linear feet, staggered or offset from one another to provide additional screening**
- (e) Lot regulations for Multiple-Family:
1. Lot Size: Minimum five (5) acres
 2. Height:

Number of Stories	Maximum Height
Three (3)	Fifty (50) feet
Four (4)	Sixty Five (65) feet

3. Setbacks:

	Common Property Line Adjacent to Single Family Residential When Structure is 1-3 stories	Common Property Line Adjacent to Single Family Residential When Structure is 4 stories	Common Property Line Adjacent to Non-Residential
Front Yard	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet
Side Yard	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet
Rear Yard	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet

4. Parking:

- (i) Number of spaces per unit:
 - a. 1.75 spaces per one-bedroom unit.
 - b. 2 spaces per two-bedroom unit.
 - c. 2.5 spaces per three-bedroom unit.
 - d. 3 spaces per unit with four or more bedrooms.
- (ii) Density bonus: An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least seventy-five percent (75%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).
- (iii) Standards:
 - a. A paved walkway shall connect the front door of each ground floor unit to a parking area.
 - b. Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be

- used to meet the minimum parking requirements and shall not be visible from a public street.
- c. Parking is not allowed between the building and a public street.
Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.
- d. Parking areas shall comply with the landscaping requirements specified in Section 14.05.086.

Part 3 - NONRESIDENTIAL DEVELOPMENT

- (a) Lot size: Minimum ten thousand (10,000) square feet and one hundred (100) feet in width when measured at the front yard setback line.
- (b) Height: Primary structure shall not exceed seventy-five (75) feet in height as measured to the peak.
- (c) Interior setbacks: Primary structure:
 - 1. Front yard. A minimum building setback of twenty-five (25) foot, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A corner lot shall have two front yards.
 - 2. Side yard. A minimum building setback of ten (10) feet; or when nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
 - 3. Rear yard. A minimum building setback of fifteen (15) feet. A minimum building setback of twenty-five (25) feet when adjacent to an SF-D zoning district.
- (d) Parking requirements: Refer to article 14.05, division 2.
For All Mixed-Use Developments, on-street or off-street parking may be shared among residential and non-residential users as well as among users of different properties so long as the shared parking agreement is executed among property owners.
- (e) Landscaping requirements: Refer to article 14.05, division 3.
- (f) Special district requirements:
 - 1. Open storage. Open storage is prohibited.
 - 2. Temporary facilities.
 - (i) There shall be no permanent use of temporary facilities or buildings.
 - (ii) Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved (iii) surface. Structures may only occupy parking spaces if the parking spaces are in excess of the minimum required based on the City of Celina parking ratios.
 - (iv) Shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view and located on a concrete pad. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure. Use of shipping containers shall be limited to a continuous time-frame of two months.
 - 3. Outdoor Sales.
 - (i) Large retail centers may include departments on the exterior of the air- conditioned portion of the building that allows for sales of additional goods and services including but not limited to, plants and garden materials, equipment, tools, appliance, etc. When this option is utilized, the following standards must be met:
 - (ii) The structure must be built of permanent materials and connected to the main building. Screening shall provide eighty-five percent (85%) opacity and be constructed with dark grey metal mesh or other material as approved by the City of Celina. Nothing shall be stored higher than the screening.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: Glen Crossing PID Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider proposed assessments to be levied against the assessable property within the Glen Crossing Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. The boundaries of the District include approximately 109.09 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, directly adjacent to the west of CR 1117, and east of Private Road 5281 and CR 52. (Glen Crossing Public Hearing) (DeBuff)

Background Information:

Celina City Council authorized the establishment of the Glen Crossing Public Improvement District on April 12, 2016, with authorization of up to \$15,000,000 in bonds for the District to finance certain public improvements to benefit the property in the District. This item proposes a public hearing to consider \$8.8 million in bond financing for the District for Phase #2 improvements.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Preliminary Service and Assessment plan

Staff Recommendation:

Staff recommends that Council re-open public hearing, and continue to August 14th, 5pm.

GLEN CROSSING
PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN

JULY 12, 2016
UPDATED FOR PHASE #2 ON
APRIL 27, 2018

GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN

Table of Contents

Section I	Plan Description and Defined Terms	1
Section II	Property Included in the PID	8
Section III	Description of Authorized Improvements	9
Section IV	Service Plan	13
Section V	Assessment Plan	17
Section VI	Terms of the Assessments	24
Section VII	The Assessment Roll	29
Section VIII	Miscellaneous Provisions	30

List of Appendices

Appendix A	The PID Map
Appendix B	Budgeted Costs of the Authorized Improvements
Appendix C	Diagrams of the Authorized Improvements
Appendix D	Lot Types and Equivalent Units
Appendix E	Phase #1 Assessment Roll
Appendix F	Phase #2 Proposed Assessment Roll

Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On April 12, 2016 (the “Creation Date”) the City Council (the “City Council”) of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2016-24R approving and authorizing the creation of the “G Bar 7 Public Improvement District” to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City of Celina. On June 14, 2016 the City passed and approved Resolution No. 2016- 31R changing the name of the “G Bar 7 Public Improvement District” to the “Glen Crossing Public Improvement District” (the “PID”).

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

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

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

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

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

B. Definitions

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

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

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

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust

relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

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

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

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

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

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

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

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

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

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

“Bonds” mean any bonds issued by the City, including the Phase #1 Bonds and the Phase #2 Bonds, in one or more series and secured in whole or in part by the Assessment Revenues.

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

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

“City” means the City of Celina, Texas.

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

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

“County” means Collin County, Texas.

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

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

“Developer” means Wynne Jackson, Inc., a Texas corporation or other entity affiliated with Wynne Jackson, Inc. responsible for the development of all or a portion of the property within the PID.

“Development Agreement” means that certain "Amended and Restated Development Agreement" relating to the PID executed by and between the Developer and the City effective June 14, 2016, as the same may be amended from time to time.

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

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

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

“Homeowner Association Property” or **“(HOA Property)”** means property within the PID

owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a homeowners' association established for the benefit of a group of homeowners or property owners.

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

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

“Lot type 1” means lots identified as such on the Assessment Roll, being lots typically with approximately 7,500 square feet size and a lot width of 60 feet, which may be referred to as such in the Planned Development District.

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

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

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

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

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

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

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

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

"Phase #1 Bonds" mean collectively the \$3,550,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2016 (Glen Crossing Public Improvement District Phase #1 Project) (the "Phase #1A Bonds") issued by the City to finance a portion of the Phase #1 Improvements, and any additional bonds, if any, to be issued by the City and secured by Phase #1 Assessment Revenues to finance a portion of the costs of the Phase #1 Improvements.

“Phase #1 Improvements” mean the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.B.

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

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

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

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

"Phase #2 Bonds" mean the \$_____ City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Glen Crossing Public Improvement District Phase #2 Project) secured by Phase #2 Assessment Revenues and issued by the City to finance a portion of the Phase #2 Improvements, and any additional bonds, if any, to be issued by the City and secured by the Phase #2 Assessment Revenues.

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

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

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

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

“PID Reimbursement Agreement” means that certain PID Reimbursement Agreement, dated July 12, 2016, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

“Planned Development District” means the zoning classification established as PD – Planned Development District #23 pursuant to Ordinance No 2015-13 adopted by the City Council designating the zoning and development standards.

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

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

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

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

“TIRZ No. 6” means the Tax Increment Reinvestment Zone No. 6, City of Celina, Texas.

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

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

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 6 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI(A) of this Service and Assessment Plan.

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

time to time.

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

Section II PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is presently located within the City and contains approximately 109 acres of land. Phase #1 consists of approximately 41.5 acres and is projected to consist of 159 single family residential units as further described in Section III. Phase #2 consists of approximately 67.5 acres and is projected to consist of approximately 197 residential units. A map of the property within the PID and depicting the boundaries of Phase #1 and Phase #2 is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 356 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (356) and the classification of each lot are based upon the proposed development plan.

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

Table II-A
Updated Proposed Development

Proposed Development Type	Quantity	Measurement
Single Family Residential – 60 Feet	149	units
Single Family Residential – 50 Feet	207	units
Total	356	units

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

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Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

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

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and
 - (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

B. Description of the Authorized Improvements

Phase #1 Improvements:

The Phase #1 Improvements are the Authorized Improvements that will benefit the Phase #1 Assessed Property. The descriptions of the Phase #1 Improvements are presented below and the Budgeted Costs of the Phase #1 Improvements are shown in Table III-A. The Budgeted Costs shown in Table III-A may be revised in an Annual Service Plan Update as needed.

- ***Road Improvements:***

- The road improvements within Phase #1 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to each lot within Phase #1 as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Water Distribution System Improvements:***

- The water distribution system improvements within Phase #1 consist of construction and installation of on-site and off-site water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #1 Assessed Property. The water distribution system improvements will extend water service to the boundaries of Phase #1 and to all lots within Phase #1. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Sanitary Sewer Improvements:***

- The sanitary sewer improvements within Phase #1 consist of construction and installation of on-site and off-site pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements will extend wastewater service to the boundaries of Phase #1 and to all lots within Phase #1. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Storm Drainage Improvements:***

- The storm drainage improvements within Phase #1 consist of construction and installation of pipes, inlets, manholes, detention ponds and appurtenances necessary to provide storm drainage to the Phase #1 Assessed Property. The storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Park and Open Space Improvements:***

- The park and open space improvements within Phase #1 consist of construction and installation of landscaping, walls, and entries. The park and open space improvements will be designed and constructed in accordance with City standards and specifications and will be owned by the City either by fee or through a public

use easement and maintained by the Homeowners' Association.

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

The Budgeted Costs shown in Tables III-A may be revised in Annual Service Plan Updates. The detailed costs of the Phase #1 Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

Table III-A
Phase #1 Improvement Costs

Roadway improvements	\$ 1,501,138
Water distribution system improvements	\$572,950
Sanitary sewer improvements	\$691,366
Storm drainage improvements	\$1,377,040
Park and open space improvements	\$512,950
Other soft, contingency and miscellaneous costs	\$1,303,524
Total	\$ 5,958,968

Other Improvements:

Additional public improvements are contemplated to be constructed as part of the agreement between the Developer and the City under the Development Agreement. Such public improvements ("City Improvements") will be designed by the City. The City Improvements include roadway improvements, water distribution system improvements and sanitary sewer collection system improvements. The estimated costs of the City Improvements are excluded from the Authorized Improvements shown in Table III-A and will not be paid for by Assessment Revenues. The estimated costs of the City Improvements are included herein solely to establish the basis for the TIRZ Annual Credit Amount described in Section VI (A) of this Service and Assessment Plan.

Roadway improvements: The road improvements part of the City Improvements includes construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to the PID as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements: The water distribution system improvements part of the City Improvements consists of construction and installation of off-site water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection. These water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements: The sanitary sewer improvements part of

the City Improvements consists of construction and installation of off-site pipes, service lines, manholes, encasements and appurtenances. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-B below shows the estimated costs of the City Improvements anticipated to be constructed in accordance with the Development Agreement.

Table III-B
City Improvement Costs

Description	City Improvements to be constructed as part of		
	Phase #1	Phase #2	Total
Roadway improvements including ROW acquisition	\$160,000	\$902,970	\$1,062,970
Water distribution system improvements	\$280,060	\$0	\$280,060
Sanitary sewer improvements	\$753,258	\$389,729	\$1,142,987
Other soft, contingency and miscellaneous costs	\$289,330	\$361,956	\$651,2864
Total	\$1,482,648	\$ 1,654,655	\$ 3,137,303

Additionally, concurrently with the construction of the Phase #1 Improvements, the Developer began constructing certain improvements within the PID including grading, water and sewer services, franchise utility services, landscaping and other miscellaneous items related to the Private Improvements; a pool and related facilities, fencing and landscaping (collectively, the “Private Improvements”) to serve the entire PID. The Private Improvements are expected to be complete by the end of May 2018. The costs of such Private Improvements have been or will be paid entirely by the Developer without any reimbursement through the PID.

Phase #2 Improvements:

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

- ***Road Improvements:***

- The road improvements within Phase #2 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to each lot within Phase #2 as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Water Distribution System Improvements:***

- The water distribution system improvements within Phase #2 consist of construction and installation of on-site, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion

protection, necessary to service the Phase #2 Assessed Property. The water distribution system improvements will extend water service to the boundaries of Phase #1 and to all lots within Phase #2. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Sanitary Sewer Improvements:***

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

- ***Storm Drainage Improvements:***

- The storm drainage improvements within Phase #2 consist of construction and installation of pipes, inlets, manholes, detention ponds and appurtenances necessary to provide storm drainage to the Phase #2 Assessed Property. The storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Park and Open Space Improvements:***

- The park and open space improvements within Phase #2 consist of construction and installation of trails, landscaping, walls, and entries. The park and open space improvements will be designed and constructed in accordance with City standards and specifications and will be owned by the City either by fee or through a public use easement and maintained by the Homeowners' Association.

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

The Budgeted Costs shown in Tables III-B may be revised in Annual Service Plan Updates. The detailed costs of the Phase #2 Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

Table III-C
Phase #2 Improvement Costs

Roadway improvements	\$2,392,525
Water distribution system improvements	\$416,871
Sanitary sewer improvements	\$340,350
Storm drainage improvements	\$1,520,957
Park and open space improvements	\$914,801
Other soft, contingency and miscellaneous costs	\$1,563,940
Total	\$7,149,444

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Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period.

The Budgeted Costs for the Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$6,845,468 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A summarizes the sources and uses of funds required to construct the Phase #1 Improvements to be financed with the proceeds from the Phase #1A Bonds and PID Reimbursement Agreement, including Budgeted Costs related to establishing the PID and issuing the Phase #1 Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The Phase #1A Bonds were issued to finance a portion of the Phase #1 Improvements, including costs to issue the Phase #1A Bonds, as shown in Table IV-A below. A portion of the remaining costs of Phase #1 Improvements will be financed through the PID Reimbursement Agreement. A second series of Phase #1 Bonds ("Phase #1B Bonds") may, subject to the approval of the City Council and compliance with the applicable provisions in the Trust Indenture, be issued in 2018 or 2019; and, to the extent provided by law, the proceeds from the Phase #1B Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the PID Reimbursement Agreement and to pay any unpaid Actual Costs of Phase #1 Improvements required to be paid under the PID Reimbursement Agreement.

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Table IV-A
Sources and Uses – Phase #1

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

The Budgeted Costs for the Phase #2 Improvements plus costs related to the issuance of the Bonds,

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

Table IV-A-1 summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the proceeds from the Phase #2 Bonds, including Budgeted Costs related to establishing the PID and issuing the Phase #2 Bonds. The sources and uses of funds shown in Table IV-A-1 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The Phase #2 Bonds are being issued to finance a portion of the Phase #2 Improvements, including costs to issue the Phase #2 Bonds, as shown in Table IV-A-1 below.

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Table IV-A-1
Sources and Uses – Phase #2

Sources of Funds	Authorized Improvements (PID)	Other Improvements (Non-PID)	Total Amounts
Bond par amount	\$7,325,000	\$0	\$7,325,000
<i>Subtotal</i>	<i>\$7,325,000</i>	<i>\$0</i>	<i>\$7,325,000</i>
Other funding sources - Phase #2 Improvements	\$1,429,186	\$0	\$1,429,186
Total Sources for Phase #2 Improvements	\$8,754,186	\$0	\$8,754,186
Other funding sources - City Improvements	\$0	\$1,654,655	\$1,654,655
Other funding sources – Private Improvements	\$0	\$0	\$0
Total Sources	\$8,754,186	\$1,654,655	\$10,408,841
Uses of Funds			
Authorized Improvements - Phase #2 Improvements			
Road improvements	\$2,392,525	\$0	\$2,392,525
Water distribution system improvements	\$416,871	\$0	\$416,871
Sanitary sewer improvements	\$340,350	\$0	\$340,350
Storm drainage improvements	\$1,520,957	\$0	\$1,520,957
Parks and open space improvements	\$914,801	\$0	\$914,801
Other soft and miscellaneous costs	\$1,563,940	\$0	\$1,563,940
<i>Subtotal</i>	<i>\$7,149,444</i>	<i>\$0</i>	<i>\$7,149,444</i>
City Improvements			
Road improvements	\$0	\$902,970	\$902,970
Water distribution system improvements	\$0	\$0	\$0
Sanitary sewer improvements	\$0	\$389,729	\$389,729
Other soft and miscellaneous costs	\$0	\$361,956	\$361,956
<i>Subtotal</i>	<i>\$0</i>	<i>\$1,654,655</i>	<i>\$1,654,655</i>
Private Improvements			
City debt issuance fee	\$0	\$0	\$0
NonBQ fee	\$0	\$0	\$0
Other private improvements	\$0	\$0	\$0
<i>Subtotal</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
Costs of issuance			
Capitalized interest	\$402,875	\$0	\$402,875
Reserve fund	\$237,195	\$0	\$237,195
Ag exemption foreclosure reserve	\$0	\$0	\$0
PID establishment/ operation and other costs of issuance	\$744,922	\$0	\$744,922
Underwriter's discount	\$219,750	\$0	\$219,750
<i>Subtotal</i>	<i>\$1,604,742</i>	<i>\$0</i>	<i>\$1,604,742</i>
Total Uses	\$8,754,186	\$1,654,655	\$10,408,841

As described in Sections V(I) and VI(A) the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID assessments. The total Phase #1A Bond par amount to be repaid with the TIRZ Annual Credit Amounts (the "TIRZ Credit Funded Portion") is

projected to be \$2,182,855 as calculated based on the projected TIRZ Annual Credit Amounts anticipated to be used for offsetting the Annual Installments to be collected from the Phase #1A Assessed Property. The balance of the Phase #1A Bonds to be repaid with the net Annual Installments (the "Net Assessment Funded Portion") is calculated to be \$1,367,145 (i.e. \$3,550,000 - \$2,182,855 = \$1,367,145). Accordingly, the Phase #1A Bonds are allocated between the TIRZ Credit Funded Portion and the Net Assessment Funded Portion as shown in Table IV-B below. The detailed breakdown of the estimated Phase #1A Bond debt service amounts is in the schedule included in Appendix E.

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

Sources of Funds	Phase #1A Bonds		
	TIRZ Credit Funded Portion	Net Assessment Funded Portion	Total
Bond par amounts	\$2,182,855	\$1,367,145	\$3,550,000
Total Sources	\$2,182,855	\$1,367,145	\$3,550,000
Uses of Funds			
<u>Improvements</u>			
Road improvements	\$412,571	\$258,398	\$670,969
Water distribution system improvements	\$157,469	\$98,624	\$256,093
Sanitary sewer improvements	\$190,014	\$119,008	\$309,022
Storm drainage improvements	\$378,464	\$237,036	\$615,500
Parks and open space improvements	\$140,979	\$88,296	\$229,275
Other soft and miscellaneous costs	\$358,259	\$224,381	\$582,640
Subtotal	\$1,637,756	\$1,025,744	\$2,663,500
Estimated Bond issue costs			
Capitalized interest	\$111,777	\$70,007	\$181,785
Reserve fund	\$145,849	\$91,346	\$237,195
PID establishment/ operation and other costs of issuance	\$221,987	\$139,033	\$361,020
Underwriter's discount	\$65,486	\$41,014	\$106,500
Subtotal	\$545,099	\$341,401	\$886,500
Total Uses	\$2,182,855	\$1,367,145	\$3,550,000

The City reserves the right to issue additional parity bonds secured by the Phase #1 Assessment Revenues to finance (or refinance) a portion of Phase #1 Improvements not paid with proceeds of the Phase #1A Bonds. The issuance of such additional bonds will be subject to the conditions and provisions set forth in the Trust Indenture relating to the Phase #1 Bonds. The Phase #1 Bonds may also, subject to the approval of the City Council, be refunded pursuant to the refunding provisions

of the Trust Indenture relating to the Phase #1 Bonds. If the debt service on the Series 2016 Phase #1A Bonds is reduced as the result of an economic refunding of those PID bonds, then there would be a corresponding reduction in both TIRZ Annual Credit Amounts and the Annual Installments (i.e., Annual Installments shall be permanently reduced by the same amount the TIRZ Annual Credit Amounts are reduced) which will result in a permanent reduction in the Assessments.

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

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness – All Phases

Year	Annual Projected Cost	Annual Projected Indebtedness (Phase #1A Bonds and Phase #1 Reimbursement Agreement, Phase #2 Bonds)	Sources other than Phase #1A Bonds, Phase #1 Reimbursement Agreement and Phase #2 Bonds
2016	\$6,845,468	\$5,725,000	\$1,120,468
2017	\$0	\$0	\$0
2018	\$8,754,186	\$7,325,000	\$1,429,186
2019	\$0	\$0	\$0
2020	\$0	\$0	\$0
Total	\$15,599,654	\$13,050,000	\$2,549,654

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phase #1 Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Phase #1A Bonds, including reserves shown in Table IV-A, and costs related to the PID Reimbursement Agreement. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available.

Section V ASSESSMENT PLAN

A. Introduction

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

The proposed bond issuance program anticipates a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1A Bonds, subsequent financings may be issued over the upcoming years as the subsequent phase(s) of the development are gradually constructed.

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

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of Bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt burden at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements may be reimbursed by a subsequent parity lien bond financing and /or a reimbursement agreement, such as the PID Reimbursement Agreement. For example, the Phase #1A Bonds to be issued to finance a portion of the Phase #1 Improvements may, subject to the initial bond issuance requirements in the Development Agreement and approval by the City Council, be followed by a second parity lien issuance of Phased PID Bonds (the Phase #1B Bonds) to finance Actual Costs of Phase #1 Improvements not financed by the Phase #1A Bonds.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phase #1 Improvements and the Phase #2 Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly

benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Phase #1 Improvement costs less the Homeowner Association Special Assessment Allocation are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
6. The Phase #2 Improvement costs less the Homeowner Association Special Assessment Allocation are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

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

B. Special Benefit

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

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer

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

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

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

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be beneficial; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

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

1. Assessment Methodology for Phase #1

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

Based on the Actual Costs of the Phase #1 Improvements provided by the Developer working with the City's engineers, as set forth in Table III-A, the City Council has determined that the benefit to Phase #1 Assessed Property resulting from the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

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

Allocation of Assessments to Lot Types in Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$5,725,000. As shown in Appendix D, there are a total of 143.33 estimated Equivalent Units for the residential development in Phase #1, resulting in an Assessment per Equivalent Unit of \$39,941.86.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$39,941.86 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$39,941.86 (i.e. $\$39,941.86 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$33,284.88 (i.e. $\$39,941.86 \times 0.83$). Table E-2 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Table V-1
Assessment per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	65	\$39,941.86	1.00	\$39,941.86 per dwelling unit	\$2,596,221
Lot Type 2	94	\$39,941.86	0.83	\$33,284.88 per dwelling unit	\$3,128,779
Total	159				\$5,725,000

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

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

Table V-2
Projected Leverage – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	65	\$30,000	\$81,000	\$405,000	\$39,942	0.75	2.03	10.14
Lot Type 2	94	\$25,000	\$67,500	\$337,500	\$33,285	0.75	2.03	10.14
Total	159							

1 – Amounts are rounded to the nearest dollar amount.

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

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

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	65	\$30,000	\$81,000	\$405,000	\$3,017	\$10.06	\$3.72	\$0.745
Lot Type 2	94	\$25,000	\$67,500	\$337,500	\$2,514	\$10.06	\$3.72	\$0.745
Total	159							

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

Appendix D shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

2. *Assessment Methodology for Phase #2*

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

Based on the Actual Costs of the Phase #2 Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property resulting from the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

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

Allocation of Assessments to Lot Types in Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #2, is \$41,113.95. As shown in Appendix D, there are a total of 178.17 estimated Equivalent Units for the residential development in Phase #2, resulting in an Assessment per Equivalent Unit of \$41,113.95.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$41,113.95 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$41,113.95 (i.e. $\$41,113.95 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$34,260.99 (i.e. $\$41,113.95 \times 0.83$). Table V-4 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Table V-4
Assessment per Unit - Phase #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	84	\$41,113.19	1.00	\$41,113.19 per dwelling unit	\$3,453,508
Lot Type 2	113	\$41,113.19	0.83	\$34,260.99 per dwelling unit	\$3,871,492
Total	197				\$7,325,000

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

The projected leverage calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table V-5 below.

Table V-5
Projected Leverage – Phase #2

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	84		\$87,900	\$439,500	\$41,113		2.14	10.69
Lot Type 2	113		\$73,250	\$366,250	\$34,261		2.14	10.69
Total	197							

1 – Amounts are rounded to the nearest dollar amount.

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

Table V-6
Estimated Tax Rate Equivalent per unit – Phase #2

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	84		\$87,900	\$439,500	\$3,306		\$3.76	\$0.752
Lot Type 2	113		\$73,250	\$366,250	\$2,755		\$3.76	\$0.752
Total	197							

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

Appendix D shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

D. Assessments

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

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

E. Administrative Expenses

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

F. Prepayment Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with up to 0.20% of the interest rate component of the Annual Installments allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% of the interest rate component of the Annual Installments allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in Section V(H) below.

G. AG Exemption Foreclosure Reserve

Concurrently with the issuance of the Phase #1A Bonds, the Developer deposited \$5,000 into a reserve account the ("Ag Exemption Foreclosure Reserve") held under the Trust Indenture relating to the Phase #1A Bonds. Such amount is estimated to be two years of ad valorem taxes levied by all taxing units on the portion of the Property subject to agricultural valuation. Such amount may be used for the payment of costs of foreclosure proceedings, if any, related to the changes in the agricultural exemption status of the Assessed Property.

H. Delinquency Reserve

The City has allocated up to 0.30% of the additional interest rate component of the Annual Installments to offset any possible delinquent payments. This additional reserve shall be funded up to 4% of the outstanding Bonds, but in no event will the annual collection, together with the prepayment reserve, total more than 0.50% of the outstanding Bonds. Once the delinquency reserve is funded in full, the City may allocate up to 0.50% of the additional interest rate component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. TIRZ Annual Credit Amount

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID assessments (the "TIRZ Annual Credit Amount"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 6 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI (A) of this Service and Assessment Plan.

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Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located Within Phase #1

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

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

As described in Section V-I, the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 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.

B. Amount of Assessments and Annual Installments for Parcels Located Within Phase #2

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

The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Bonds, (ii) principal and interest required by the PID Reimbursement Agreement, (iii) to fund the prepayment reserve described in Section V, (iv) delinquency reserve described in Section V, and (v) to cover Administrative Expenses of Phase #2. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described in Section V-I, the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). 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.

C. Reallocation of Assessments

1. Subdivision

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

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

Where the terms have the following meanings:

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

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

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

The total Assessment initially allocated to the Phase #1 Assessed Property and the Phase #2 Assessed Property does not include any allocation of Assessments to the HOA Property. Once a Homeowner Association is created in the PID and Parcel(s) that are owned by the Homeowner's Association appear on the Collin Central Appraisal District ("Collin CAD") records, 1% of the initial total Assessment allocated to the Phase #1 Assessed Property and the Phase #2 Assessed Property shall be reallocated to such HOA Property.

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

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. Mandatory Prepayment of Assessments

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

E. Reduction of Assessments

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

F. Payment of Assessments

1. Payment in Full

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

2. Payment in Annual Installments

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

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 8.18 percent per annum. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rates of 3.4%, 4.2%, 4.8% and 5.25% for the Phase #1 Bonds maturing in 2020, 2027, 2037 and 2046, respectively, (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve) and an interest rate of 3.75% for the PID Reimbursement Agreement. The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.5% for the Phase #2 Bonds maturing in, 2048, (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve). Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, shown as Appendix E and Appendix F, have been updated with the actual interest rates on the Phase #1 Bonds and the Phase #2 Bonds, respectively.

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

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

G. Collection of Annual Installments

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

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

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Section VII THE ASSESSMENT ROLL

A. Phase #1 Assessment Roll

Phase #1 Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Phase #1 Improvements. Table IV-A summarizes the \$6,845,468 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #1A Bonds. The total amount of Phase #1A Bonds and PID Reimbursement Agreement is \$5,725,000 which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$5,725,000 plus annual Administrative Expenses, and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.C of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix E.

B. Phase #2 Assessment Roll

Phase #2 Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Phase #2 Improvements. Table IV-A-1 summarizes the \$8,754,186 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #2 Bonds. The total amount of Phase #2 Bonds is \$7,325,000 which is equal to or less than the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is \$7,325,000 plus annual Administrative Expenses, and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.C of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix F.

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll and the Phase #2 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Phase #1 Assessed Property and Phase #2 Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Phase #1 Assessed Property and the Phase #2 Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Phase #1 Assessment and the Phase #2 Assessment, if any, as provided by Section VI(F) of this Service and Assessment Plan.

The Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Phase #1 Bonds and/or Phase #2 Bonds, if any, and any obligations owed pursuant to a reimbursement agreement.

Section VIII MISCELLANEOUS PROVISIONS

A. Administrative Review

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

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

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

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

B. Termination of Assessments

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

C. Amendments

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

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

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. Administration and Interpretation of Provisions

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

E. Severability

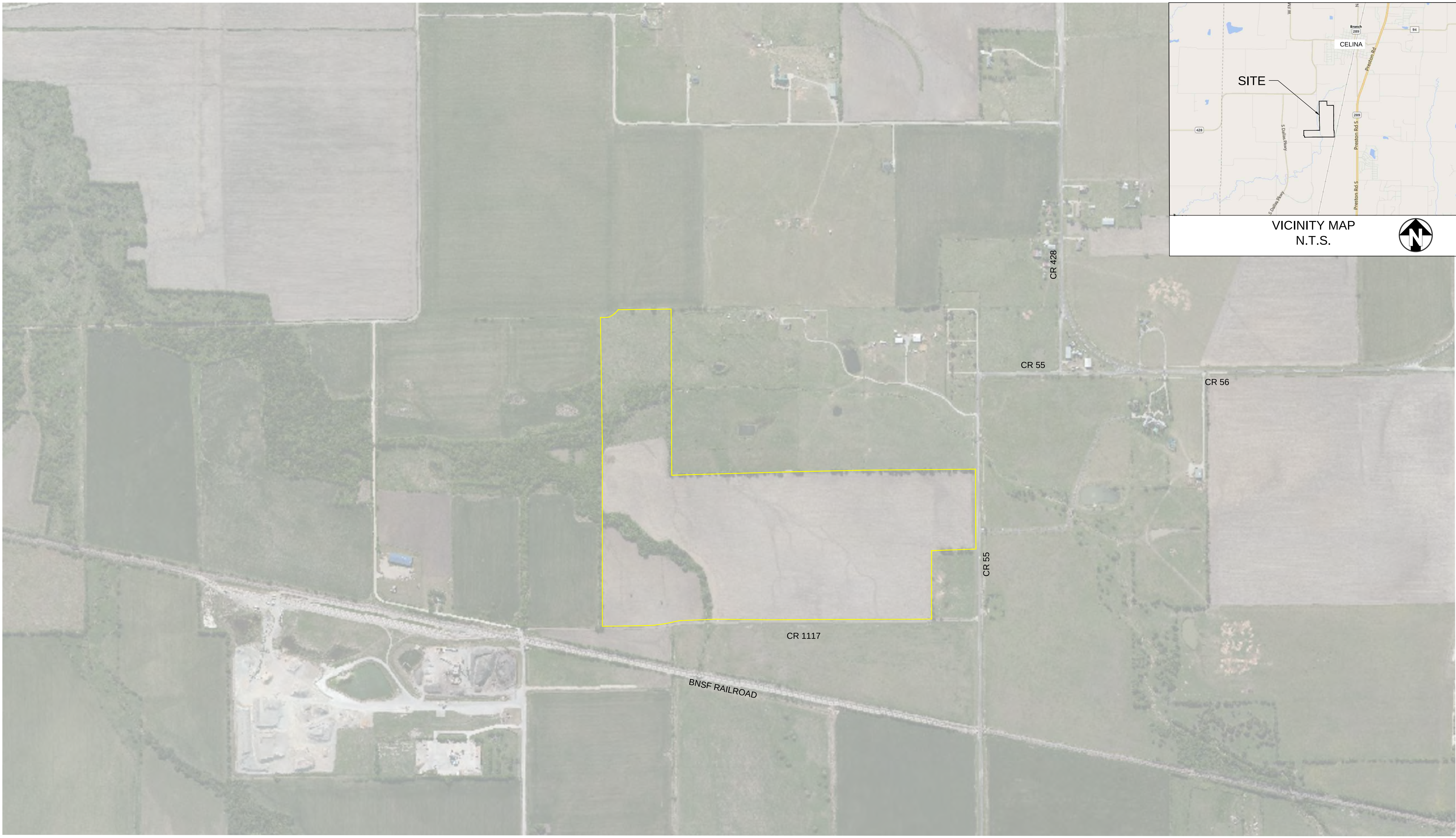
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service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

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

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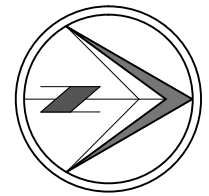
Appendix A

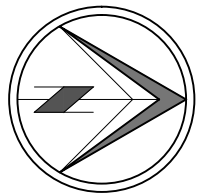
THE PID MAP



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EXHIBIT B - PROPERTY DEPICTION
CELINA, TX
06.29.15





Appendix B
AUTHORIZED IMPROVEMENT COSTS

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

GLEN CROSSING IMPROVEMENT COST ESTIMATES

PHASE 1	PID COSTS			NON-PID COSTS			TOTAL COST
	On-site	Off-site	Total	Onsite & Fees	TIRZ	Total	
Lot Grading	\$ -	\$ -	\$ -	\$ 292,560	\$ -	\$ 292,560	\$ 292,560
Franchise Utilities	\$ -	\$ -	\$ -	\$ 238,500	\$ -	\$ 238,500	\$ 238,500
Roadway improvements	\$ 1,225,231	\$ 275,907	\$ 1,501,138	\$ -	\$ -	\$ -	\$ 1,501,138
Water distribution system improvements	\$ 377,810	\$ 195,140	\$ 572,950	\$ 128,700	\$ 280,060	\$ 408,760	\$ 981,710
Sanitary sewer improvements	\$ 396,468	\$ 294,898	\$ 691,366	\$ 120,750	\$ 753,258	\$ 874,008	\$ 1,565,374
Storm drainage improvements	\$ 1,377,040	\$ -	\$ 1,377,040	\$ -	\$ -	\$ -	\$ 1,377,040
Park and open space improvements	\$ 512,950	\$ -	\$ 512,950	\$ -	\$ -	\$ -	\$ 512,950
SUBTOTAL	\$ 3,889,499	\$ 765,945	\$ 4,655,444	\$ 780,510	\$ 1,033,318	\$ 1,813,828	\$ 6,469,272
Other soft costs and contingency	\$ 1,089,059	\$ 214,464	\$ 1,303,524	\$ 218,543	\$ 289,330	\$ 507,873	\$ 1,811,396
Offsite Easement / ROW acquisition	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ 160,000	\$ 160,000
Celina Parks Fee	\$ -	\$ -	\$ -	\$ 226,850	\$ -	\$ 226,850	\$ 226,850
NonBQ Fee	\$ -	\$ -	\$ -	\$ 42,998	\$ -	\$ 42,998	\$ 42,998
TOTAL	\$ 4,978,558	\$ 980,409	\$ 5,958,968	\$ 1,268,901	\$ 1,482,648	\$ 2,751,549	\$ 8,710,516
Capitalized Interest			\$ 181,785				\$ (181,785)
Debt Service Reserve Fund - Ph 1A			\$ 237,195				\$ (237,195)
Debt Service Reserve Fund - Ph 1B			\$ 64,531				
Costs of Issuance - PH 1A			\$ 361,020				\$ (361,020)
Costs of Issuance - PH 1B			\$ 195,750				
Underwriter's Discount - PH 1A			\$ 106,500				\$ (106,500)
Underwriter's Discount - PH 1B			\$ 62,250				
Total Bond Costs			\$ 1,209,031				
Par Amount of Bonds - PH 1A			\$ 3,550,000				\$ 3,550,000
Par Amount of Bonds - PH 1B			\$ 2,175,000				
Excess Eligible PID Costs over Par Amount of Bonds			\$ 1,442,999	ESCROW FROM PID BOND PROCEEDS		\$ 2,663,500	
				DEVELOPER CASH		\$ 6,047,016	

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

GLEN CROSSING IMPROVEMENT COST ESTIMATES

			Ph 1		Ph 2		Ph 3		Total	
	Unit	Unit \$	Units	Ph \$	Units	Ph \$	Units	Ph \$	Units	Ph \$
ROADWAY IMPROVEMENTS (PID)										
Clear, Strip, Grub	Ac	\$ 2,500.00	42.0	\$ 105,000.00	37.00	\$ 92,500.00	10.00	\$ 25,000.00	89.00	\$ 222,500.00
Import Material	CY	\$ 8.50	-	\$ -	62,000	\$ 527,000.00	-	\$ -	62,000	\$ 527,000.00
Material Testing	LOT	\$ 500.00	159	\$ 79,500.00	145	\$ 72,500.00	45	\$ 22,500.00	349	\$ 174,500.00
Geotech	AC	\$ 168.54	89	\$ 15,000.00	-	\$ -	-	\$ -	89	\$ 15,000.00
6" Concrete Paving (31' B-B)	SY	\$ 33.00	25,300	\$ 834,900.00	23,500	\$ 775,500.00	5,340	\$ 176,220.00	54,140	\$ 1,786,620.00
6" Lime Subgrade	SY	\$ 3.00	27,830	\$ 83,490.00	25,850	\$ 77,550.00	5,874	\$ 17,622.00	59,554	\$ 178,662.00
Hydrated Lime (36#/SY)	TONS	\$ 150.00	500.94	\$ 75,141.00	465.30	\$ 69,795.00	105.73	\$ 15,859.80	1,072	\$ 160,795.80
End of Road Barricade	EA	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00	-	\$ -	2	\$ 4,000.00
Street Signs	EA	\$ 300.00	26	\$ 7,800.00	16	\$ 4,800.00	3	\$ 900.00	45	\$ 13,500.00
Barrier Free Ramps	EA	\$ 1,400.00	16	\$ 22,400.00	15	\$ 21,000.00	6	\$ 8,400.00	37	\$ 51,800.00
Total			\$ 1,225,231.00		\$ 1,642,645.00		\$ 266,501.80		\$ 3,134,377.80	
Water (PID)										
8" PVC	LF	\$ 35.00	7,016	\$ 245,560.00	5,340	\$ 186,900.00	1,300	\$ 45,500.00	13,656	\$ 477,960.00
12" PVC (CR 1117) - Ph 2/3 portion	LF	\$ 35.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
8" Gate Value & Box	EA	\$ 1,400.00	24	\$ 33,600.00	15	\$ 21,000.00	4	\$ 5,600.00	43	\$ 60,200.00
12" Gate Value & Box	EA	\$ 2,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Connect to Existing	EA	\$ 2,500.00	2	\$ 5,000.00	1	\$ 2,500.00	1	\$ 2,500.00	4	\$ 10,000.00
Fire Hydrant	EA	\$ 3,500.00	16	\$ 56,000.00	10	\$ 35,000.00	4	\$ 14,000.00	30	\$ 105,000.00
Cast Iron Fittings	TON	\$ 4,150.00	5	\$ 20,750.00	4	\$ 16,600.00	1	\$ 4,150.00	10	\$ 41,500.00
Concrete Blocking	CY	\$ 98.00	3	\$ 294.00	3	\$ 294.00	1	\$ 98.00	7	\$ 686.00
2" Water Service - Irrigation	EA	\$ 480.00	6	\$ 2,880.00	2	\$ 960.00	1	\$ 480.00	9	\$ 4,320.00
Air Release Valve	EA	\$ 2,500.00	1	\$ 2,500.00	-	\$ -	-	\$ -	1	\$ 2,500.00
Trench Safety	LF	\$ 1.00	7,016	\$ 7,016.00	5,340	\$ 5,340.00	1,300	\$ 1,300.00	13,656	\$ 13,656.00
Testing	LF	\$ 0.60	7,016	\$ 4,209.60	5,340	\$ 3,204.00	1,300	\$ 780.00	13,656	\$ 8,193.60
Total			\$ 377,809.60		\$ 271,798.00		\$ 74,408.00		\$ 724,015.60	
SANITARY SEWER (PID)										
8" MAIN - SDR-26	LF	\$ 35.00	8,630	\$ 302,050.00	2,500	\$ 87,500.00	1,870	\$ 65,450.00	13,000	\$ 455,000.00
4' Manhole	EA	\$ 2,000.00	25	\$ 50,000.00	7	\$ 14,000.00	6	\$ 12,000.00	38	\$ 76,000.00
Steel Encasement	LF	\$ 250.00	100	\$ 25,000.00	-	\$ -	-	\$ -	100	\$ 25,000.00
Trench Safety	LF	\$ 1.00	8,630	\$ 8,630.00	2,500	\$ 2,500.00	1,870	\$ 1,870.00	13,000	\$ 13,000.00
Post Construction CCTV	LF	\$ 1.25	8,630	\$ 10,787.50	2,500	\$ 3,125.00	1,870	\$ 2,337.50	13,000	\$ 16,250.00
Total			\$ 396,467.50		\$ 107,125.00		\$ 81,657.50		\$ 585,250.00	

GLEN CROSSING IMPROVEMENT COST ESTIMATES

			Ph 1		Ph 2		Ph 3		Total	
	Unit	Unit \$	Units	Ph \$	Units	Ph \$	Units	Ph \$	Units	Ph \$
STORM DRAIN (PID)										
Excavation - Pond	CY	\$ 3.00	261,000	\$ 783,000.00	25,000.00	\$ 75,000.00	6,600	\$ 19,800.00	292,600	\$ 877,800.00
R Walls	LF	\$ 50.00	-	\$ -	2,650	\$ 132,500.00	-	\$ -	2,650	\$ 132,500.00
18" RCP	LF	\$ 47.00	925	\$ 43,475.00	650	\$ 30,550.00	240	\$ 11,280.00	1,815	\$ 85,305.00
21" RCP	LF	\$ 53.00	1,700	\$ 90,100.00	750	\$ 39,750.00	450	\$ 23,850.00	2,900	\$ 153,700.00
24" RCP	LF	\$ 61.00	910	\$ 55,510.00	615	\$ 37,515.00	100	\$ 6,100.00	1,625	\$ 99,125.00
27" RCP	LF	\$ 66.00	290	\$ 19,140.00	725	\$ 47,850.00	-	\$ -	1,015	\$ 66,990.00
30" RCP	LF	\$ 70.00	-	\$ -	350	\$ 24,500.00	-	\$ -	350	\$ 24,500.00
33" RCP	LF	\$ 80.00	-	\$ -	100	\$ 8,000.00	-	\$ -	100	\$ 8,000.00
36" RCP	LF	\$ 97.00	170	\$ 16,490.00	100	\$ 9,700.00	-	\$ -	270	\$ 26,190.00
42" RCP	LF	\$ 130.00	340	\$ 44,200.00	-	\$ -	-	\$ -	340	\$ 44,200.00
54" RCP	LF	\$ 175.00	165	\$ 28,875.00	-	\$ -	-	\$ -	165	\$ 28,875.00
10' Std Inlet	EA	\$ 3,500.00	34	\$ 119,000.00	31	\$ 108,500.00	7	\$ 24,500.00	72	\$ 252,000.00
15' Std Inlet	EA	\$ 4,000.00	2	\$ 8,000.00	2	\$ 8,000.00	-	\$ -	4	\$ 16,000.00
4' x 4' Drop Inlet	EA	\$ 4,000.00	1	\$ 4,000.00	-	\$ -	-	\$ -	1	\$ 4,000.00
24" Headwall	EA	\$ 3,000.00	1	\$ 3,000.00	2	\$ 6,000.00	1	\$ 3,000.00	4	\$ 12,000.00
30" Headwall	EA	\$ 3,375.00	-	\$ -	3	\$ 10,125.00	-	\$ -	3	\$ 10,125.00
33" Headwall	EA	\$ 3,500.00	-	\$ -	1	\$ 3,500.00	-	\$ -	1	\$ 3,500.00
36" Headwall	EA	\$ 3,750.00	-	\$ -	2	\$ 7,500.00	-	\$ -	2	\$ 7,500.00
54" Headwall	EA	\$ 5,000.00	2	\$ 10,000.00	-	\$ -	-	\$ -	2	\$ 10,000.00
36" Culvert with Headwalls	EA	\$ 15,000.00	2	\$ 30,000.00	1	\$ 15,000.00	2	\$ 30,000.00	5	\$ 75,000.00
Grade to Drain Offsite	LF	\$ 12.00	700	\$ 8,400.00	700	\$ 8,400.00	-	\$ -	1,400	\$ 16,800.00
4' X 4' Junction Box	EA	\$ 4,250.00	-	\$ -	1	\$ 4,250.00	-	\$ -	1	\$ 4,250.00
Pond Outfall Structure	EA	\$ 15,000.00	1	\$ 15,000.00	1	\$ 15,000.00	-	\$ -	2	\$ 30,000.00
Trench Safety	LF	\$ 1.00	4,500	\$ 4,500.00	3,290	\$ 3,290.00	790	\$ 790.00	8,580	\$ 8,580.00
Total			\$ 1,282,690.00		\$ 594,930.00		\$ 119,320.00		\$ 1,996,940.00	
STORM DRAINAGE - EROSION CONTROL (PID)										
Silt Fence	LF	\$ 1.40	5,000	\$ 7,000.00	5,000	\$ 7,000.00	2,800	\$ 3,920.00	12,800	\$ 17,920.00
Construction Entrance	EA	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	3	\$ 15,000.00
Drainage Erosion Control	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	3	\$ 30,000.00
Curlex	LF	\$ 1.50	14,100	\$ 21,150.00	13,640	\$ 20,460.00	3,130	\$ 4,695.00	30,870	\$ 46,305.00
Seeding	AC	\$ 300.00	5	\$ 1,500.00	3	\$ 900.00	1	\$ 300.00	9	\$ 2,700.00
SWPPP	LS	\$ 5,000.00	4	\$ 20,000.00	1	\$ 5,000.00	1	\$ 5,000.00	6	\$ 30,000.00
SWPPP Book/Inspection	LS	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	3	\$ 15,000.00
ENVIRONMENTAL MIT - Onsite	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	3	\$ 30,000.00
Inlet Protection	EA	\$ 200.00	36	\$ 7,200.00	33	\$ 6,600.00	7	\$ 1,400.00	76	\$ 15,200.00
Conduit-2"	LF	\$ 10.00	750	\$ 7,500.00	500	\$ 5,000.00	250	\$ 2,500.00	1,500	\$ 15,000.00
Total			\$ 94,350.00		\$ 74,960.00		\$ 47,815.00		\$ 217,125.00	

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

GLEN CROSSING IMPROVEMENT COST ESTIMATES

			Ph 1		Ph 2		Ph 3		Total	
	Unit	Unit \$	Units	Ph \$	Units	Ph \$	Units	Ph \$	Units	Ph \$
AMENITIES, ENTRYS, OPEN SP (PID)										
Screening Wall	LF	\$ 100.00	1,785	\$ 178,500.00	820	\$ 82,000.00	900	\$ 90,000.00	3,505	\$ 350,500.00
Landscaping - Wall	LF	\$ 170.00	1,085	\$ 184,450.00	1,520	\$ 258,400.00	760	\$ 129,200.00	3,365	\$ 572,050.00
Entry	EA	\$ 75,000.00	2	\$ 150,000.00	-	\$ -	-	\$ -	2	\$ 150,000.00
6' Hike/Bike Trail	SF	\$ 5.00	-	\$ -	27,984	\$ 139,920.00	-	\$ -	27,984	\$ 139,920.00
Dog Park	LS	\$ 20,000.00	-	\$ -	1	\$ 20,000.00	-	\$ -	1	\$ 20,000.00
Passive Recreational Field	LS	\$ 35,000.00	-	\$ -	1	\$ 35,000.00	-	\$ -	1	\$ 35,000.00
Outdoor Meeting Space	LS	\$ 50,000.00	-	\$ -	1	\$ 50,000.00	-	\$ -	1	\$ 50,000.00
Landscape/Irrigation - Trail	LS	\$ 75,000.00	-	\$ -	1	\$ 75,000.00	-	\$ -	1	\$ 75,000.00
Total				\$ 512,950.00		\$ 660,320.00		\$ 219,200.00		\$ 1,392,470.00
PID Sub Total				\$ 3,889,498.10		\$ 3,351,778.00		\$ 808,902.30		\$ 8,050,178.40
Lot Grading (Non-PID)										
Moisture Conditioning	Lot	\$ 1,500.00	159	\$ 238,500.00	145	\$ 217,500.00	45	\$ 67,500.00	349	\$ 523,500.00
Rough Lot Grading	Lot	\$ 200.00	159	\$ 31,800.00	145	\$ 29,000.00	45	\$ 9,000.00	349	\$ 69,800.00
Final Lot Grading	Lot	\$ 140.00	159	\$ 22,260.00	145	\$ 20,300.00	45	\$ 6,300.00	349	\$ 48,860.00
Total				\$ 292,560.00		\$ 266,800.00		\$ 82,800.00		\$ 642,160.00
FRANCHISE UTILITIES (Non-PID)										
Street Lights	EA	\$ 4,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Electric	LOT	\$ 1,000.00	159	\$ 159,000.00	145	\$ 145,000.00	45	\$ 45,000.00	349	\$ 349,000.00
Gas	LOT	\$ 500.00	159	\$ 79,500.00	145	\$ 72,500.00	45	\$ 22,500.00	349	\$ 174,500.00
Total				\$ 238,500.00		\$ 217,500.00		\$ 67,500.00		\$ 523,500.00
Water (Non-PID)										
1" Water Service-Resident	EA	\$ 800.00	159	\$ 127,200.00	145	\$ 116,000.00	45	\$ 36,000.00	349	\$ 279,200.00
1" Water Service-Amenity	EA	\$ 1,500.00	1	\$ 1,500.00	-	\$ -	-	\$ -	1	\$ 1,500.00
Total				\$ 128,700.00		\$ 116,000.00		\$ 36,000.00		\$ 280,700.00
Sewer (Non-PID)										
1" Water Service-Resident	EA	\$ 750.00	159	\$ 119,250.00	145	\$ 108,750.00	45	\$ 33,750.00	349	\$ 261,750.00
1" Water Service-Amenity	EA	\$ 1,500.00	1	\$ 1,500.00	-	\$ -	-	\$ -	1	\$ 1,500.00
Total				\$ 120,750.00		\$ 108,750.00		\$ 33,750.00		\$ 263,250.00
AMENITIES (Non-PID)										
Amenity Center	LS	\$ 750,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Landscaping/Irrig - Amenity Cntr	LS	\$ 50,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Total				\$ -		\$ -		\$ -		\$ -
NON-PID Sub Total				\$ 780,510.00		\$ 709,050.00		\$ 220,050.00		\$ 1,709,610.00
Grand Total				\$ 4,670,008.10		\$ 4,060,828.00		\$ 1,028,952.30		\$ 9,759,788.40

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

DEVELOPER/OWNER

WYNNE JACKSON



JOB NUMBER: WYN14001_GBar7

DESIGNED BY: CEN

DRAWN BY: CEN

CHECKED BY: PCF

ISSUE DATE: 05-17-16

REV:

Kirkman Engineering
Texas Firm No: 15874

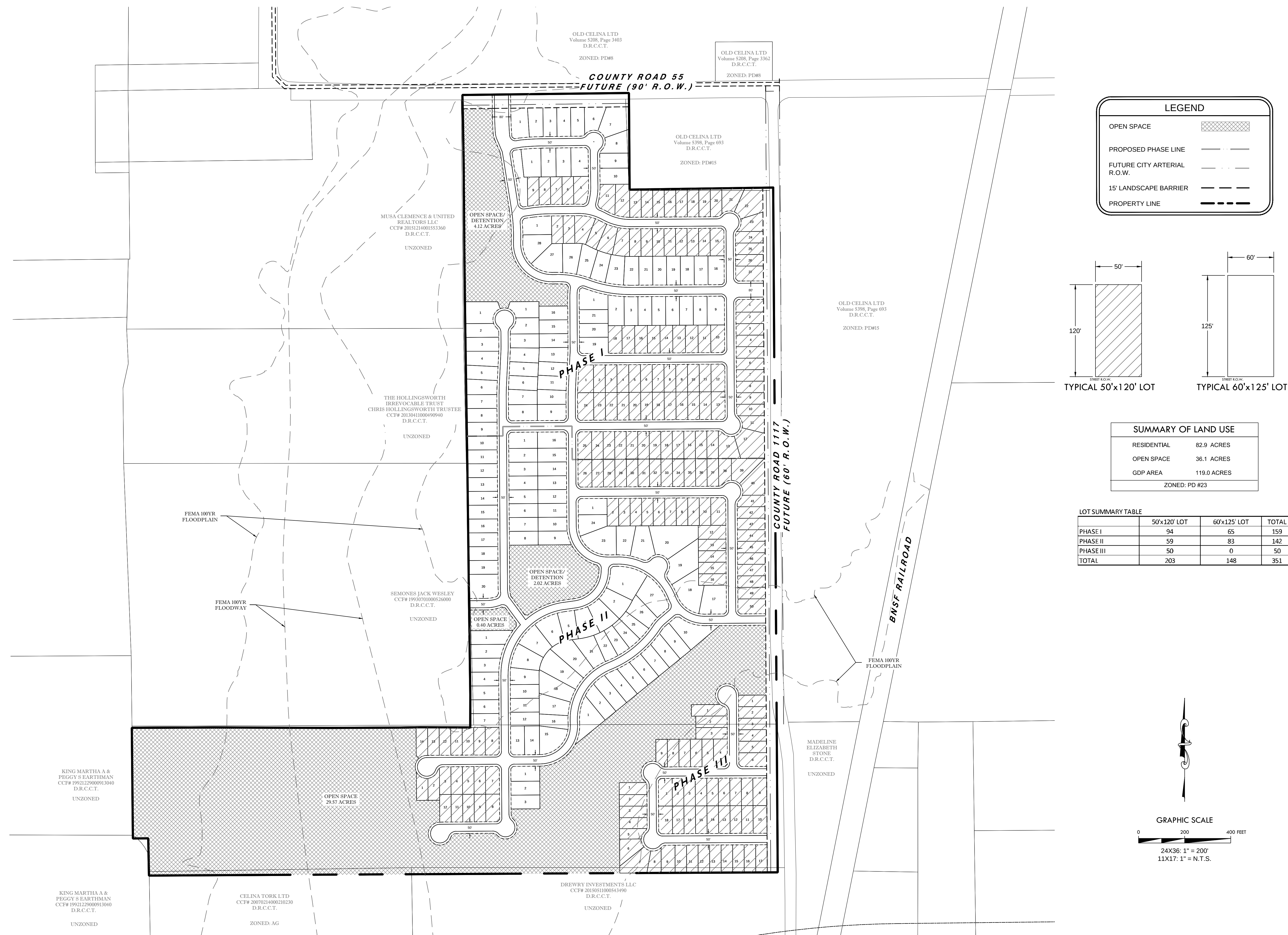
GLEN CROSSING

CELINA
TEXAS

**GDP
PLAN**

SHEET:

2.0



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PLOTTED BY: KE-CILSON
PLOTTED WITH: DWG To PDF.pc3



4821 Merlot Avenue, Suite 210
Grapevine, Texas 76051
Phone: 817-488-4960

DEVELOPER/OWNER

WYNNE JACKSON

600 North Pearl Street, Suite 650
Dallas, TX 75201
Phone: 214-880-8600



JOB NUMBER: WYN14001_GBar7

DESIGNED BY: CEN

DRAWN BY: CEN

CHECKED BY: PCF

ISSUE DATE: 05-17-16

REV:

Kirkman Engineering

Texas Firm No: 15874

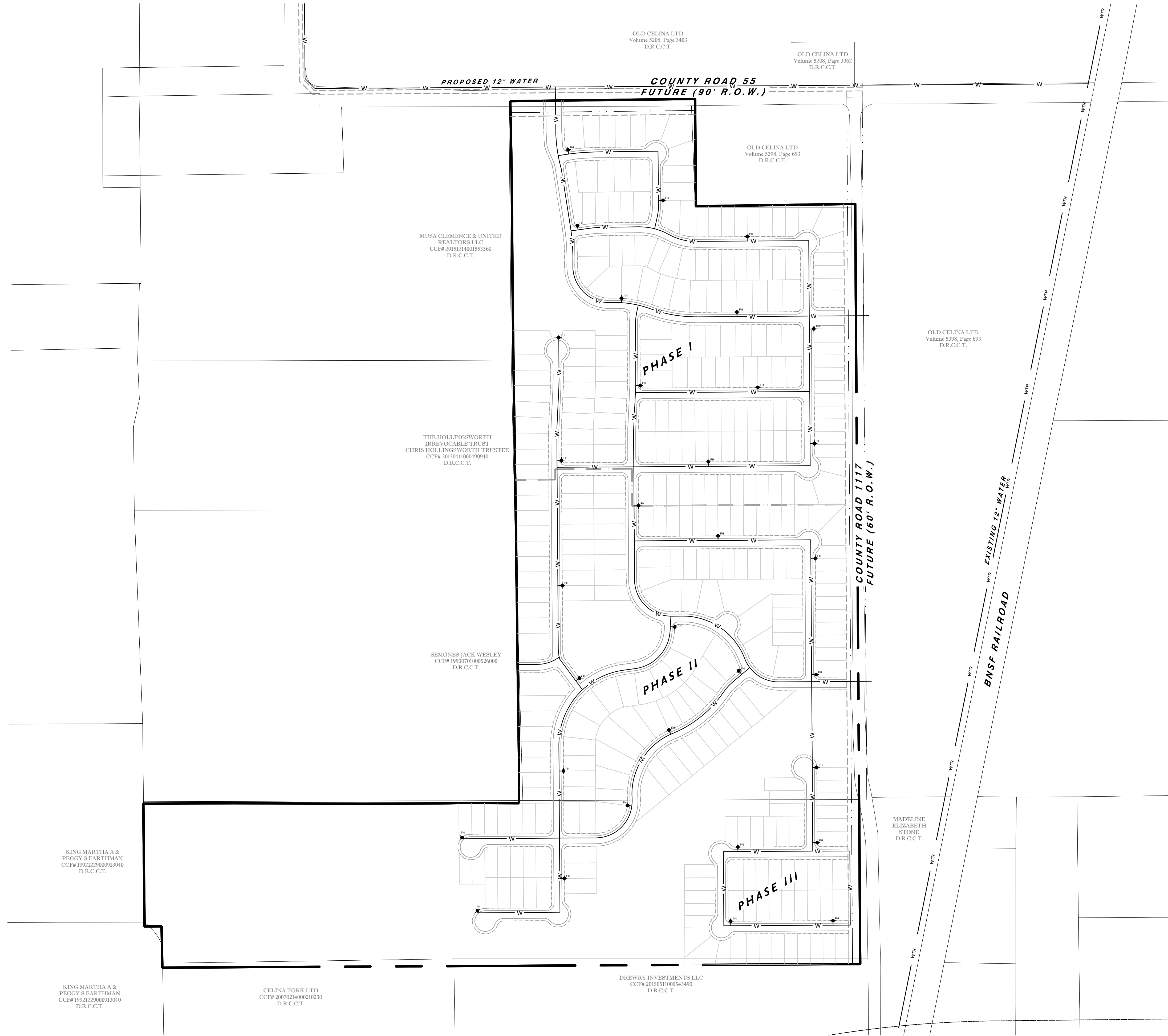
GLEN
CROSSING

CELINA
TEXAS

WATER
PLAN

SHEET:

5.0





4821 Merlot Avenue, Suite 210
Grapevine, Texas 76051
Phone: 817-488-4960

DEVELOPER/OWNER

WYNNE JACKSON

600 North Pearl Street, Suite 650
Dallas, TX 75201
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JOB NUMBER: WYN14001_GBar7

DESIGNED BY: CEN

DRAWN BY: CEN

CHECKED BY: PCF

ISSUE DATE: 05-17-16

REV:

Kirkman Engineering

Texas Firm No: 15874

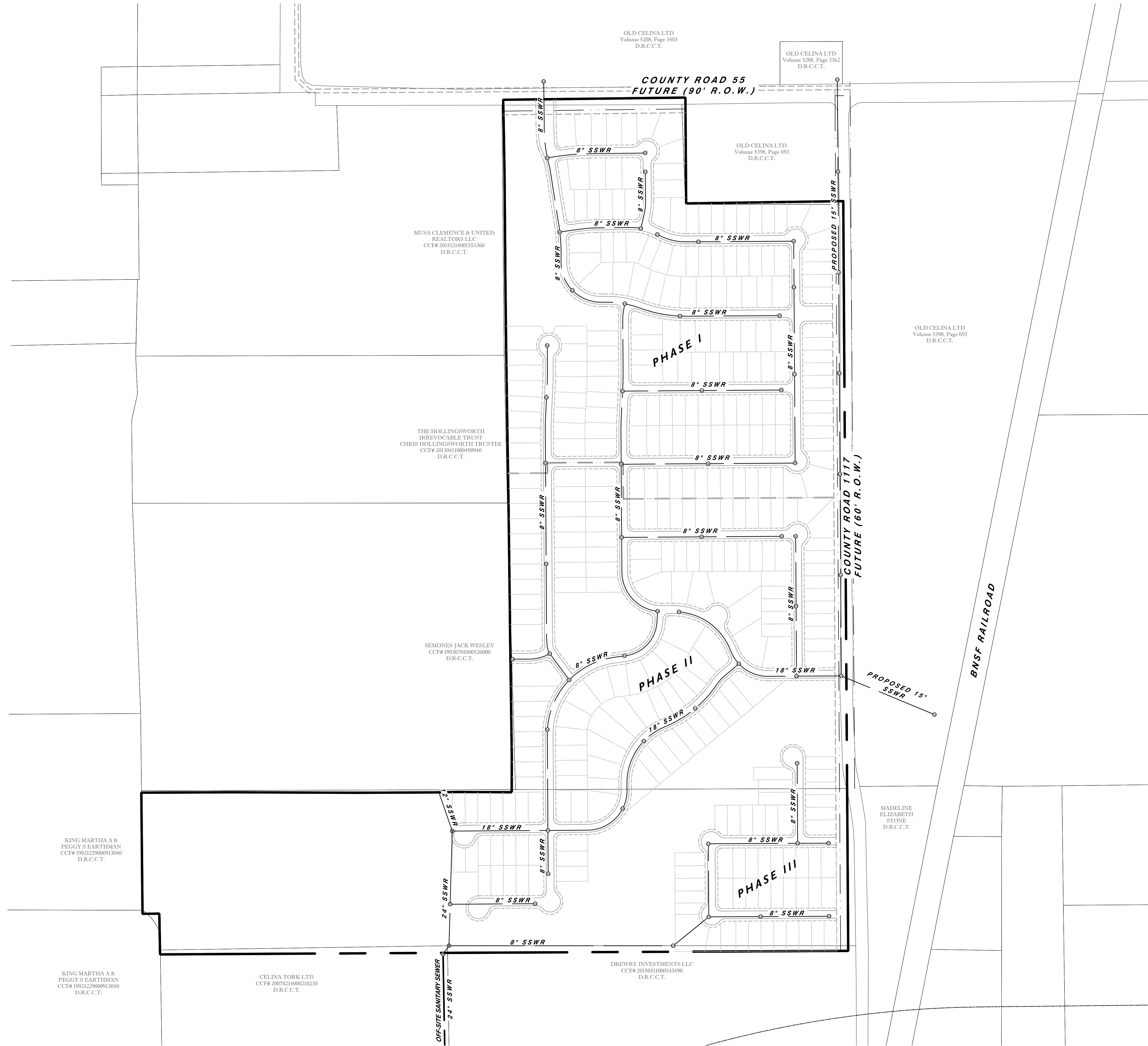
GLEN
CROSSING

CELINA
TEXAS

SEWER
PLAN

SHEET:

6.0





4821 Merlot Avenue, Suite 210
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DEVELOPER/OWNER

WYNNE JACKSON

600 North Pearl Street, Suite 650
Dallas, TX 75201
Phone: 214-880-8600



JOB NUMBER: WYN14001_GBar7

DESIGNED BY: CEN

DRAWN BY: CEN

CHECKED BY: PCF

ISSUE DATE: 05-17-16

REV:

Kirkman Engineering

Texas Firm No: 15874

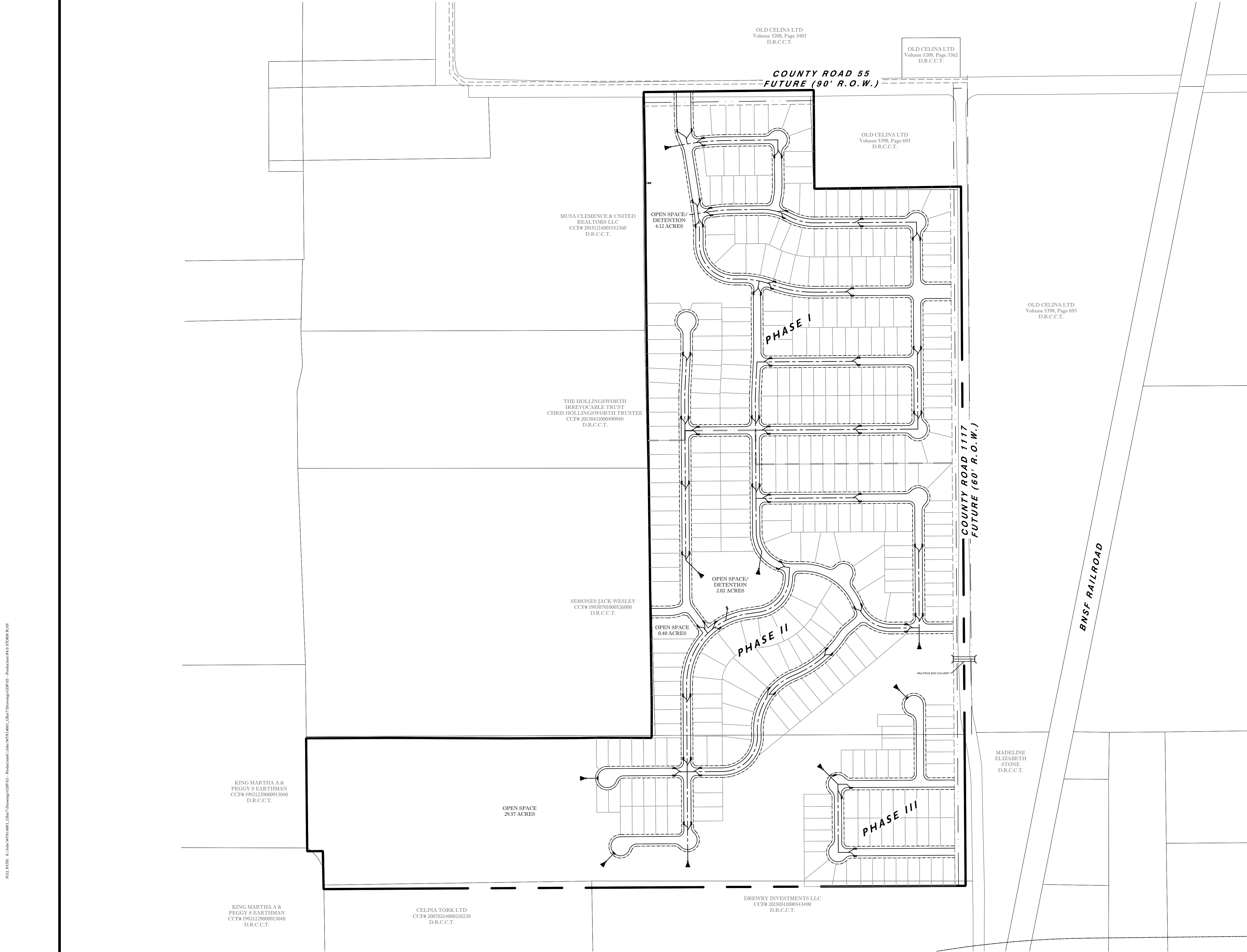
GLEN
CROSSING

CELINA
TEXAS

STORM
PLAN

SHEET:

4.0



LEGEND

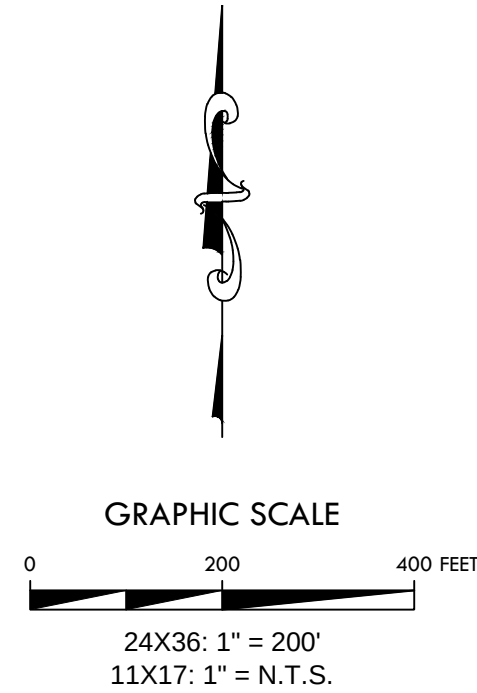
PROPOSED STORM DRAIN SYSTEM

PROPOSED PHASE LINE

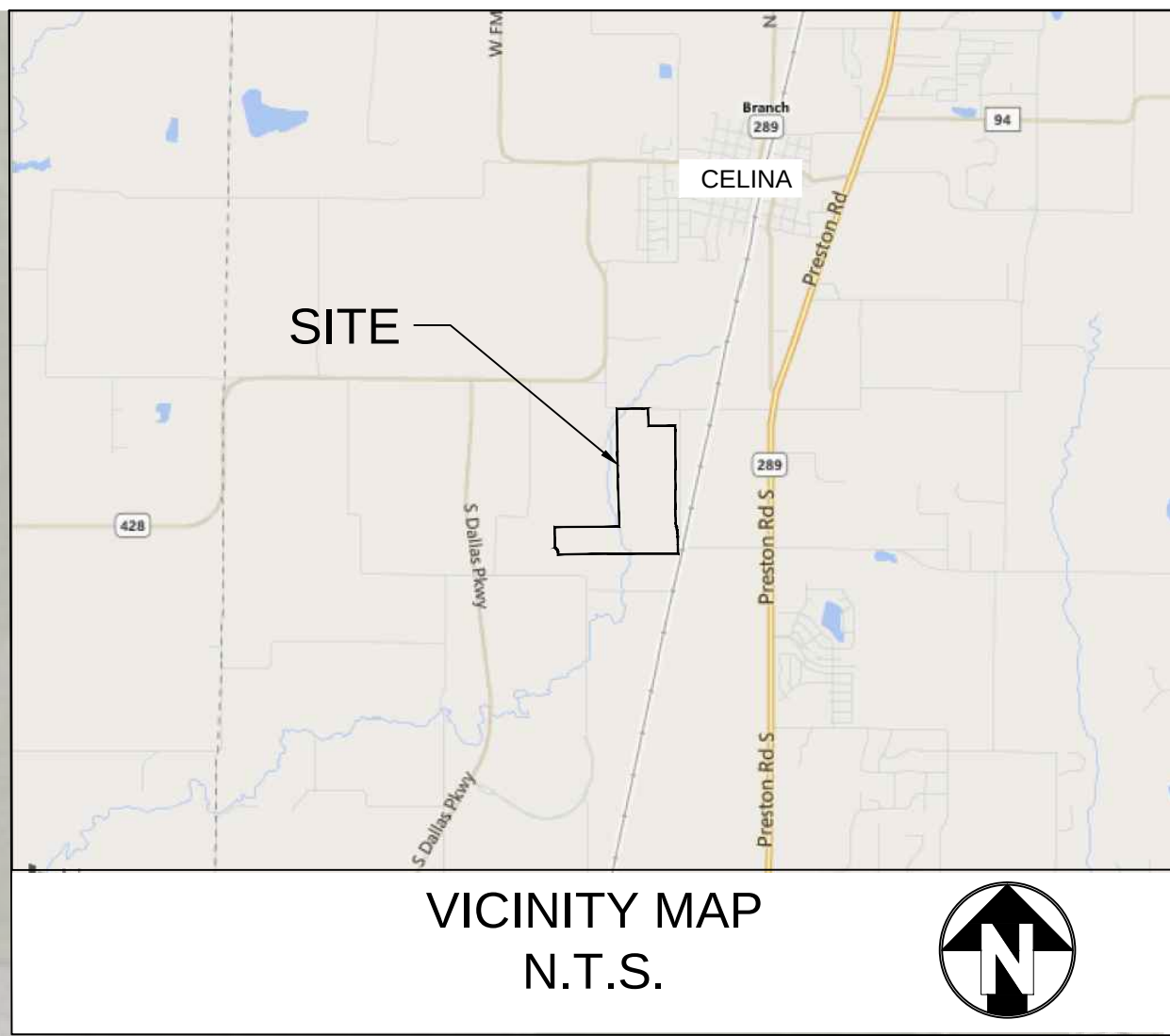
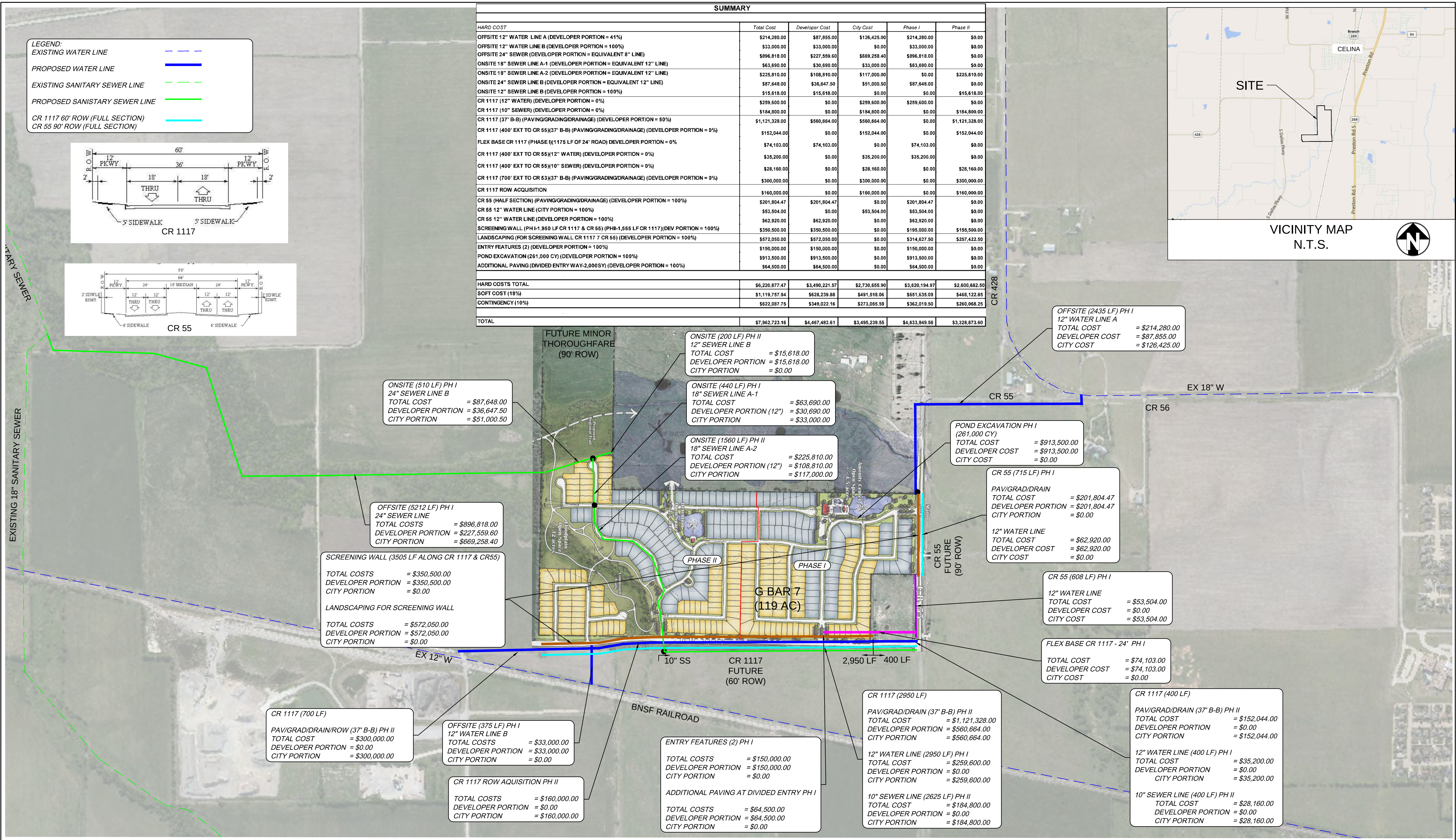
FUTURE CITY ARTERIAL R.O.W.

15' LANDSCAPE BARRIER

PROPERTY LINE







Appendix D

LOT TYPES AND EQUIVALENT UNITS

Draft

Appendix D Lot Types and Equivalent Units

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

**Table D-1
Updated Proposed Development within the PID**

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	60 Ft Lots	149 units
Lot Type 2	50 Ft Lots	207 units
<i>Total</i>		356 units

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

**Table D-2
Phase #1 Development**

Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	60 Ft Lots	65 units
Lot Type 2	50 Ft Lots	94 units
<i>Total</i>		159 units

As explained under Section V-C, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phases #1 Bonds and the PID Reimbursement Agreement shall be allocated to the Phases #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Draft

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-3 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table D-3
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft Lot)	\$405,000	1.00 per dwelling unit
Lot Type 2 (50 Ft Lot)	\$337,500	0.83 per dwelling unit

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

Table D-4
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	65	1.00	65.00
Lot Type 2 (50 Ft Lot)	94	0.83	78.33
Total Equivalent Units	159		143.33

As explained under Section V-C, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements to be financed with the Phases #2 Bonds and the PID Reimbursement Agreement shall be allocated to the Phases #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

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

*Draft***Table D-5****Estimated Equivalent Units - Phase #2**

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	84	1.00	84.00
Lot Type 2 (50 Ft Lot)	113	0.83	94.17
Total Equivalent Units	197		178.17

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

Appendix E

ASSESSMENT ROLL – Phase #1 Assessed Property

Appendix E
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 PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

Appendix F

PROPOSED ASSESSMENT ROLL – Phase #2 Assessed Property

Appendix F
Proposed Phase #2 Assessment Roll

Parcel	All Parcels
Assessment	\$7,325,000
Total Equivalent Units	178.17

Year	Principal and Interest ¹	Administrative Expenses ²	Total Annual Installment ³
2018	\$439,500	\$40,000	\$479,500
2019	\$439,500	\$40,800	\$480,300
2020	\$554,500	\$41,616	\$596,116
2021	\$552,600	\$42,448	\$595,048
2022	\$555,400	\$43,297	\$598,697
2023	\$552,600	\$44,163	\$596,763
2024	\$554,500	\$45,046	\$599,546
2025	\$550,800	\$45,947	\$596,747
2026	\$551,800	\$46,866	\$598,666
2027	\$552,200	\$47,804	\$600,004
2028	\$552,000	\$48,760	\$600,760
2029	\$551,200	\$49,735	\$600,935
2030	\$549,800	\$50,730	\$600,530
2031	\$547,800	\$51,744	\$599,544
2032	\$545,200	\$52,779	\$597,979
2033	\$542,000	\$53,835	\$595,835
2034	\$543,200	\$54,911	\$598,111
2035	\$543,500	\$56,010	\$599,510
2036	\$542,900	\$57,130	\$600,030
2037	\$541,400	\$58,272	\$599,672
2038	\$539,000	\$59,438	\$598,438
2039	\$535,700	\$60,627	\$596,327
2040	\$536,500	\$61,839	\$598,339
2041	\$531,100	\$63,076	\$594,176
2042	\$529,800	\$64,337	\$594,137
2043	\$527,300	\$65,624	\$592,924
2044	\$528,600	\$66,937	\$595,537
2045	\$523,400	\$68,275	\$591,675
2046	\$522,000	\$69,641	\$591,641
2047	\$514,100	\$71,034	\$585,134
Total	16,049,900	\$1,622,723	\$17,672,623

1 - The principal and interest amounts are estimated based on 5.5% interest rate. The interest amounts shown include the 0.5% additional interest amount to be collected for Prepayment and Delinquency Reserves.

2 - The estimated district administration expenses shown will be updated each year in the Annual Service Plan Updates.

3 - The Annual Installments shown do not include any capitalized interest or TIRZ Annual Credit Amount.

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

Appendix F
Proposed Phase #2 Assessment Roll

Lot Type
Assessment
Equivalent Units

Lot Type 1 (60' Lot)
 \$41,113
 1.00

Year	Principal and Interest ¹	Administrative Expenses ²	Total Annual Installment ³
2018	\$2,467	\$225	\$2,691
2019	\$2,467	\$229	\$2,696
2020	\$3,112	\$234	\$3,346
2021	\$3,102	\$238	\$3,340
2022	\$3,117	\$243	\$3,360
2023	\$3,102	\$248	\$3,349
2024	\$3,112	\$253	\$3,365
2025	\$3,091	\$258	\$3,349
2026	\$3,097	\$263	\$3,360
2027	\$3,099	\$268	\$3,368
2028	\$3,098	\$274	\$3,372
2029	\$3,094	\$279	\$3,373
2030	\$3,086	\$285	\$3,371
2031	\$3,075	\$290	\$3,365
2032	\$3,060	\$296	\$3,356
2033	\$3,042	\$302	\$3,344
2034	\$3,049	\$308	\$3,357
2035	\$3,051	\$314	\$3,365
2036	\$3,047	\$321	\$3,368
2037	\$3,039	\$327	\$3,366
2038	\$3,025	\$334	\$3,359
2039	\$3,007	\$340	\$3,347
2040	\$3,011	\$347	\$3,358
2041	\$2,981	\$354	\$3,335
2042	\$2,974	\$361	\$3,335
2043	\$2,960	\$368	\$3,328
2044	\$2,967	\$376	\$3,343
2045	\$2,938	\$383	\$3,321
2046	\$2,930	\$391	\$3,321
2047	\$2,886	\$399	\$3,284
Total	\$90,084	\$9,108	\$99,192

1 - The principal and interest amounts are estimated based on 5.5% interest rate. The interest amounts shown include the 0.5% additional interest amount to be collected for Prepayment and Delinquency Reserves.

2 - The estimated district administration expenses shown will be updated each year in the Annual Service Plan Updates.

3 - The Annual Installments shown do not include any capitalized interest or TIRZ Annual Credit Amount.

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

Appendix F
Proposed Phase #2 Assessment Roll

Lot Type	Lot Type 2 (50' Lot)
Assessment	\$34,261
Equivalent Units	0.83

Year	Principal and Interest ¹	Administrative Expenses ²	Total Annual Installment ³
2018	\$2,056	\$187	\$2,243
2019	\$2,056	\$191	\$2,246
2020	\$2,594	\$195	\$2,788
2021	\$2,585	\$199	\$2,783
2022	\$2,598	\$203	\$2,800
2023	\$2,585	\$207	\$2,791
2024	\$2,594	\$211	\$2,804
2025	\$2,576	\$215	\$2,791
2026	\$2,581	\$219	\$2,800
2027	\$2,583	\$224	\$2,806
2028	\$2,582	\$228	\$2,810
2029	\$2,578	\$233	\$2,811
2030	\$2,572	\$237	\$2,809
2031	\$2,562	\$242	\$2,804
2032	\$2,550	\$247	\$2,797
2033	\$2,535	\$252	\$2,787
2034	\$2,541	\$257	\$2,798
2035	\$2,542	\$262	\$2,804
2036	\$2,539	\$267	\$2,807
2037	\$2,532	\$273	\$2,805
2038	\$2,521	\$278	\$2,799
2039	\$2,506	\$284	\$2,789
2040	\$2,509	\$289	\$2,799
2041	\$2,484	\$295	\$2,779
2042	\$2,478	\$301	\$2,779
2043	\$2,466	\$307	\$2,773
2044	\$2,472	\$313	\$2,785
2045	\$2,448	\$319	\$2,767
2046	\$2,442	\$326	\$2,767
2047	\$2,405	\$332	\$2,737
Total	75,070	\$7,590	\$82,660

1 - The principal and interest amounts are estimated based on 5.5% interest rate. The interest amounts shown include the 0.5% additional interest amount to be collected for Prepayment and Delinquency Reserves.

2 - The estimated district administration expenses shown will be updated each year in the Annual Service Plan Updates.

3 - The Annual Installments shown do not include any capitalized interest or TIRZ Annual Credit Amount.

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)

Appendix F
Proposed Phase #2 Assessment Roll

Lot Type HOA Property
Assessment \$0
Equivalent Units

Year	Principal and Interest ¹	Administrative Expenses³	Total Annual Installment⁴
2018	\$0	\$0	\$0
2019	\$0	\$0	\$0
2020	\$0	\$0	\$0
2021	\$0	\$0	\$0
2022	\$0	\$0	\$0
2023	\$0	\$0	\$0
2024	\$0	\$0	\$0
2025	\$0	\$0	\$0
2026	\$0	\$0	\$0
2027	\$0	\$0	\$0
2028	\$0	\$0	\$0
2029	\$0	\$0	\$0
2030	\$0	\$0	\$0
2031	\$0	\$0	\$0
2032	\$0	\$0	\$0
2033	\$0	\$0	\$0
2034	\$0	\$0	\$0
2035	\$0	\$0	\$0
2036	\$0	\$0	\$0
2037	\$0	\$0	\$0
2038	\$0	\$0	\$0
2039	\$0	\$0	\$0
2040	\$0	\$0	\$0
2041	\$0	\$0	\$0
2042	\$0	\$0	\$0
2043	\$0	\$0	\$0
2044	\$0	\$0	\$0
2045	\$0	\$0	\$0
2046	\$0	\$0	\$0
2047	\$0	\$0	\$0
Total	\$0	\$0	\$0

1 - The principal and interest amounts are estimated based on 5.5% interest rate. The interest amounts shown include the 0.5% additional interest amount to be collected for Prepayment and Delinquency Reserves.

2 - The estimated district administration expenses shown will be updated each year in the Annual Service Plan Updates.

3 - The Annual Installments shown do not include any capitalized interest or TIRZ Annual Credit Amount.

Attachment: Glen Crossing PID-Draft PSAP for Ph 2- v2.3 (Glen Crossing PID Public Hearing)



Planning and Zoning Commission
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: Glen Crossing Development Agreement - Development Standards

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding an Extraterritorial Jurisdiction Development Agreement by and between the City of Celina, Texas and Celina 52 East, LP. The property is an approximately 29.303 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located south of CR-55, west of CR-1117, north of CR-53 and east of CR-52. (Glen Crossing West Development Standards) (Jackson)

Owner:

Celina 52 East LP
 10210 N. Central Expressway, Suite 300
 Dallas, TX 75231

Background Information:

The proposed development agreement establishes the responsibilities and obligations of both the developer and City. In addition the agreement determines the level of city participation on various aspects of the development. The applicant is proposing the addition of approximately 29.303 acres to the existing Glen Crossing planned development (PD-23, formerly named "G-Bar-7) to facilitate the addition of approximately sixty (60) residential lots.

The applicant is also proposing the addition of a hike and bike trail to connect to a future public trail.

Board Review/Citizen Input:

At the August 21, 2018 Regular Meeting of the Planning & Zoning Commission, the Commission voted unanimously to recommend approval of the development standards as presented.

A notice of the public hearing was published in *The Celina Record* on August 3, 2018. Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

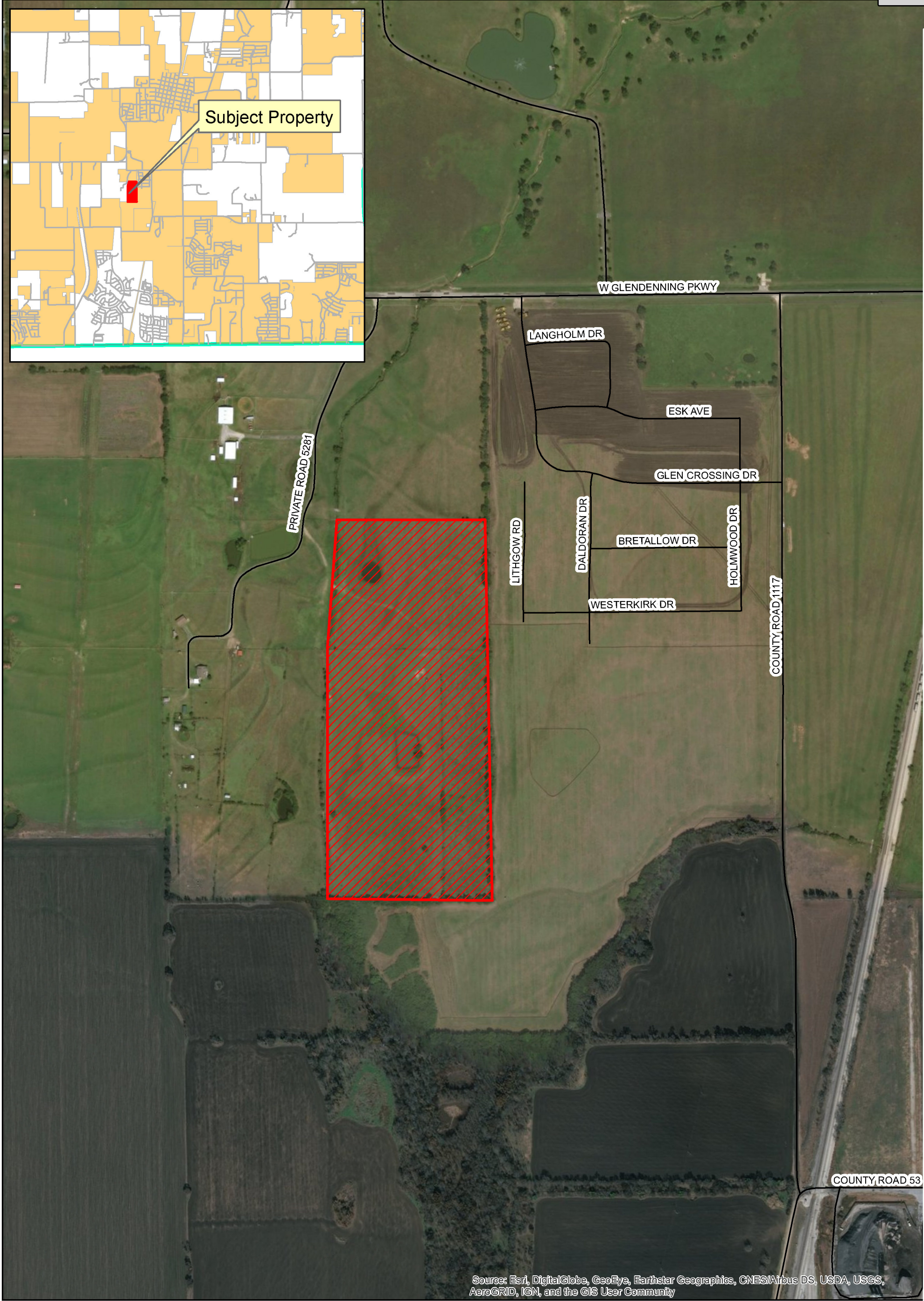
The City's Land Use Attorney has reviewed the proposed Development Regulations as part of a Pre-annexation Agreement with the City of Celina.

Supporting Documents:

- Location Map
- Proposed Concept Plan
- Glen Crossing Trail Exhibit
- Proposed Development Regulations

Staff Recommendation:

Staff recommends approval.



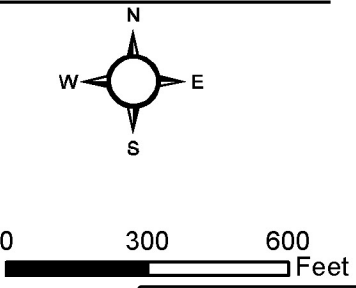
Attachment: Location Map (Glen Crossing Development Agreement - Dev. Standards)



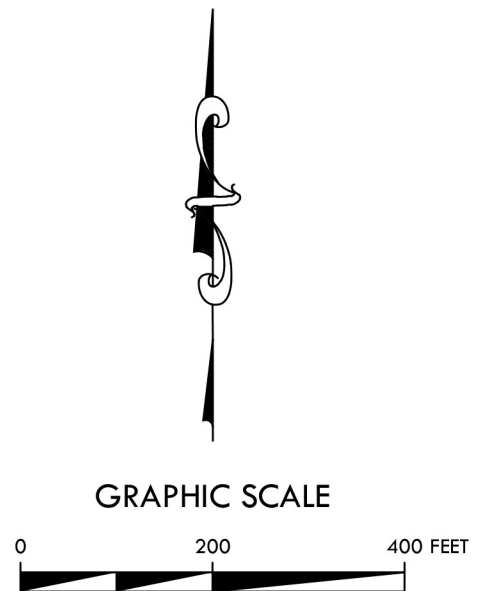
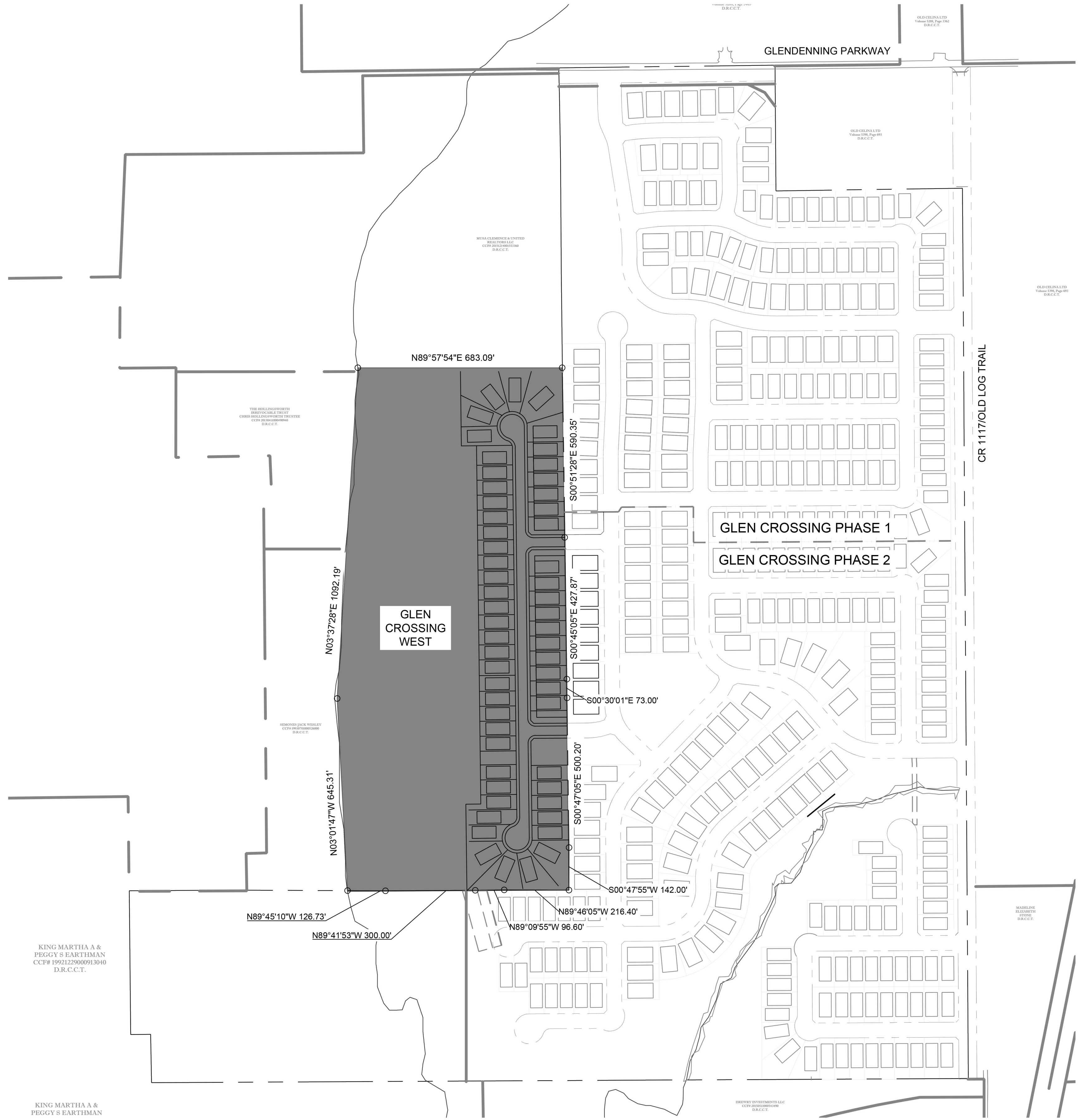
Location Map
Glen Crossing West

Date: 5/3/2018

- Legend**
- Roads
 -  Glen Crossing West
 -  ETJ Limits



FULL PATH: K:\303\WYN14001_GSM7\Drawings\Phase 2\04 - Exhibit\GCW_Zoning Concept Plan
FILENAME: GCW_Zoning Concept Plan.dwg
PLOTTER: HP DesignJet 5000
PLOTTER WITH: DWG TO PDF.pc3



LEGEND

GLEN CROSSING WEST TRACT

8.C.b



kirkman
ENGINEERING

DEVELOPER/OWNER

W/J CR 55, LP

600 North Pearl - Suite 650
Dallas, Texas 75201

Telephone (214)880-8600
Fax (214)880-8709



CELINA
TEXAS
1874

JOB NUMBER: WYN14001_GlenCros

DESIGNED BY: #

DRAWN BY: #

CHECKED BY: #####

ISSUE DATE: 04-19-2018

REV:

Texas Firm No: 15874

GLEN CROSSING
PHASE 2

CELINA,
TEXAS

GLEN CROSSING
CONCEPT
EXHIBIT

SHEET:
C1.0
Packet Pg. 243

Attachment: Proposed Concept Plan (Glen Crossing Development Agreement - Dev. Standards)

TBM#1 MAG NAIL SET IN ASPHALT DRIVEWAY ENTRY ON NORTH SIDE OF CR 55. ELEVATION = 655.94' (NAVD88)
TBM#2 60D NAIL SET ALONG WEST LINE OF CR 1117 ELEVATION = 654.68' (NAVD88)



DEVELOPER/OWNER

W/J CR 55, LP

600 North Pearl - Suite 650
Dallas, Texas 75201

Telephone (214)880-8600
Fax (214)880-8709



JOB NUMBER: WYN14001_GlenCrossing

DESIGNED BY:

DRAWN BY:

CHECKED BY:

ISSUE DATE: 04-19-2018

REV:

Texas Firm No: 15874

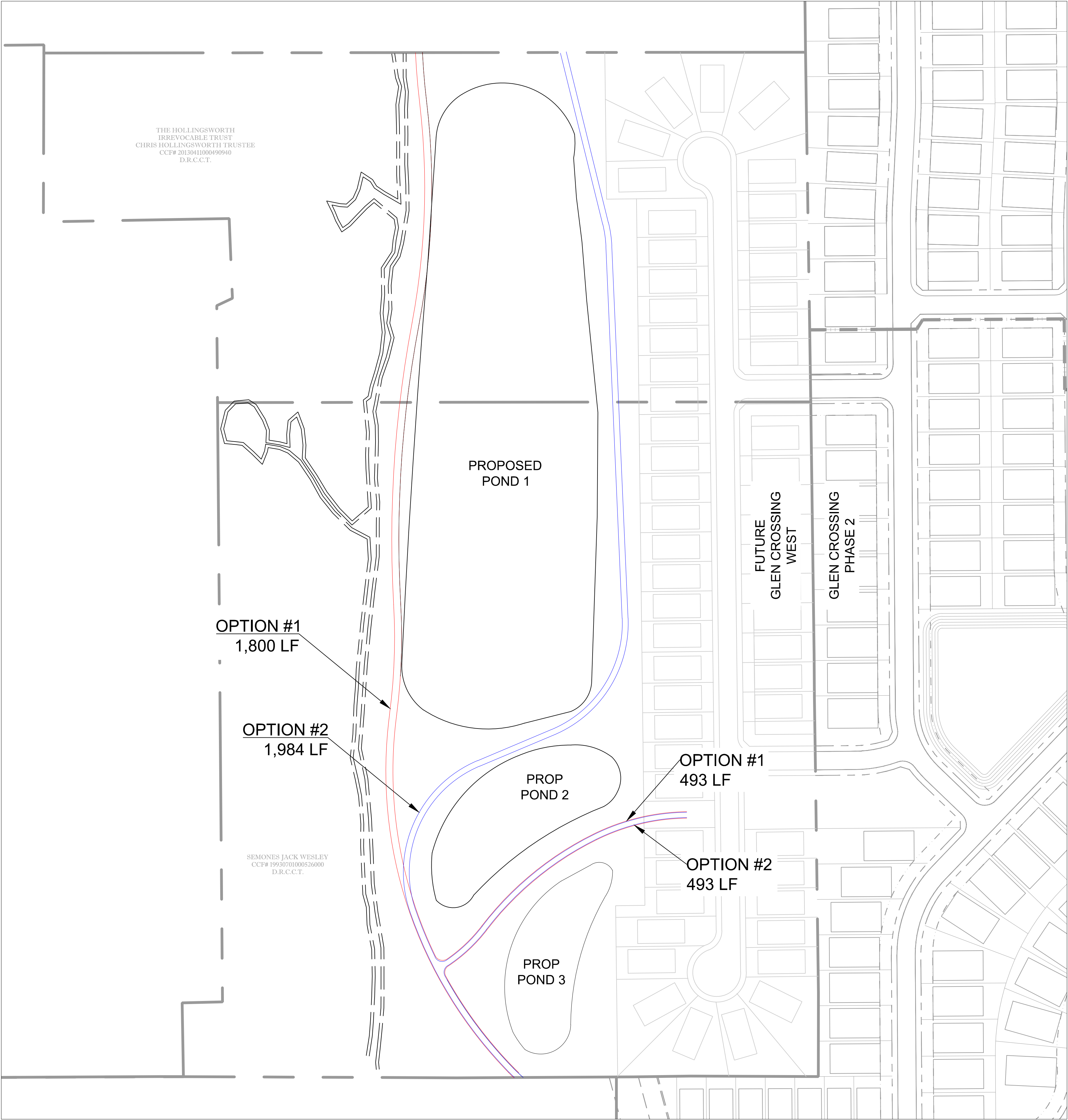
GLEN CROSSING
PHASE 2

CELINA,
TEXAS

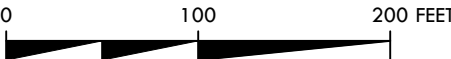
GLEN
CROSSING
TRAIL
OPTIONS

SHEET:

1 OF 1



GRAPHIC SCALE



LEGEND

- 10' TRAIL OPTION #1
- 10' TRAIL OPTION #2
- EXISTING CREEK

TOTAL TRAIL LENGTHS:

OPTION #1 = 2,293 LF

OPTION #2 = 2,477 LF

Development Regulations Glen Crossing West

DEFINITIONS

Any capitalized terms not defined below are per the definition as provided in the City of Celina Code of Ordinance Chapter 14.

Common Area: Any portion of the PD District that does not constitute a residential lot or street right-of-way and is owned by the Homeowners Association.

Covered Front Porch: An area of at least 50 square feet covered by the main roof or an architectural extension of the Main Structure.

Homeowner Association: An association governed by by-laws, deed restrictions, and architectural guidelines of the community. All lot owners will have mandatory membership in the homeowner association, which, among other things, will require financial obligations in the form of annual membership dues.

PD District Concept Plan (Exhibit B): The graphic plan for PD District that establishes and delineates the location of the respective Lot Types and is attached as Exhibit B.

Main Structure: The primary residence to be constructed on any Lot.

Open Space: Publicly accessible parks, greens, sports fields, natural flood plain, and tot lots, shall constitute Open Space.

Parkway: The area of right-of-way between the curb and the sidewalk in front of residential lots.

PD District: The land and/or lots contained within the legal boundaries identified in Exhibit A.

Shall: A term requiring compliance.

Should: A term encouraging compliance.

DEVELOPMENT REQUIREMENTS

GENERAL

The purpose of the proposed PD is to provide greater flexibility for single family detached development than is available under the approved PD #23 and the City of Celina Ordinances, Chapter 14. This zoning request to a PD (Planned Development District) is in accordance with Sec. 14.03.031.

Single-Family

The base zoning for the proposed PD shall be "SF-R" (Single-Family Residential) district as it exists or may be amended. The following regulations shall also apply:

PERMISSABLE USES

The following uses shall be allowed:

1. Agricultural Use – 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.
2. Residential Uses: Single-family detached dwellings
3. Community Facility Uses
 - A. Public and private parks;

- B. 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;
 - C. Amenity centers
 - D. Landscaped Entry Features
4. 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.
 5. Manufactured and/or modular homes are prohibited in this PD district.
 6. Accessory dwellings are prohibited in this PD district.

RESIDENTIAL DESIGN GUIDELINES

I. Lot Type:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
1. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof. Accessory structures shall not exceed twenty-five feet (25').
2. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Six thousand (6,000) square feet.
Lot Coverage:	The maximum shall not exceed sixty percent (60%).
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,700) square feet.
Front Yard:	Twenty feet (20') minimum. Key lots shall have 2 front yards. 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 setback line in all instances.
Front Yard on Collector Streets:	Twenty five feet (25') minimum.
Rear Yard:	Ten feet (10') minimum.
Side Yard:	Five feet (5') minimum.
Side Yard Adjacent to Street:	Fifteen (15') minimum.
Lot Width:	Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.
Lot Depth:	One hundred twenty feet (120') minimum.
Lot Depth (cul-de-sac lot):	Eighty-five (85') minimum.
Garage Orientation & Setback	Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.

II. Development and Design Standards

A. **Landscape Standards:** All development within this PD District shall comply with the following landscape standards:

1. Tree Requirements:
 - i. Trees are required to be planted by the homebuilder in the front yard of all lots per the following schedule: two, 4" caliper tree, measured at 12 inches above ground and four shrubs, minimum of 5 gallon when planted.
 - ii. Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E.

B. **Screening Standards:** All development within this PD District shall comply with the following minimum screening requirements:

1. Lots Adjacent to thoroughfares: 6' masonry wall
2. Lots Adjacent to minor arterials or collectors: 6' masonry wall
3. Lot Adjacent to open space or park land: 6' masonry wall or 6' wrought iron fence
4. 15' landscape bugger for all lots backing or siding to thoroughfares and collectors

C. **Amenities:** This PD District shall contain the following amenity features:

1. Private, Off-Street Hike/Bike Trail to connect to future public trail

MISCELLANEOUS

HOMEOWNERS ASSOCIATION

A Homeowner Association will be established as each residential parcel of land is developed. The PD shall contain one of multiple Homeowner Associations.

OPEN SPACE

The PD will contain 17 acres of open space including 16 acres of floodplain. Private open space shall be maintained by the Homeowner Association(s).

LIST OF EXHIBITS:

- Exhibit A – Metes and Bounds
- Exhibit B – Zoning Exhibit
- Exhibit C – Concept Plan
- Exhibit D – Development Regulations



Planning and Zoning Commission
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: Greenway East Development Agreement - Development Standards

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding an Extraterritorial Jurisdiction Development Agreement by and between the City of Celina, Texas and Celina 52 East, LP. The property is an approximately 29.515 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located approximately 1,000 feet south of Glendenning Parkway and east of future Celina Parkway (CR-6). (Greenway East Development Standards) (Jackson)

Owner:

Celina 52 East, LP
 10210 N. Central Expressway, Suite 300
 Dallas, TX 75231

Background Information:

The proposed development agreement establishes the responsibilities and obligations of both the developer and City. In addition, the agreement determines the level of city participation on various aspects of the development. Celina 52 East LP is proposing to add approximately 29.515 acres of land to the existing Planned Development No. 87 as Tract 2. The original Greenway 63 Planned Development No. 87 was adopted by the City Council on December 12, 2017 (Ordinance No. 2017-132). Proposed Tract 2 will be comprised of approximately sixty-six (66) single-family homes and one (1) common area lot. The existing planned development (PD-87) has a base zoning district of SF-R, Single-Family Residential.

Lot Types. All of the lot types shown for Tract 2 are the larger Type 3 Lot Type, which require a minimum lot size of 6,600 square feet with a minimum front yard width of sixty (60) feet and a minimum of 110 feet in lot depth. Type 3 residences may have street-facing garages. Lot Types 1 and 2 will be utilized in Tract 1 to provide the diversity of housing product approved with the original PD-87 development regulations.

Density. The density of single-family homes shall not exceed five (5) units per acre.

Access. Access to Tract 2 will be provided via two internal residential streets within Tract 1 connecting to future Celina Parkway (CR-6).

Open Space. The development is proposing one acre of open space for every 75 dwelling units. A minimum of two (2) acres shall be non-floodplain open space.

Amenities. Approximately one-third of Tract 2 will be reserved for natural open space, with three (3) aerated ponds located within that space. An amenity center, landscaped mounds, additional open space, and street buffers along future Celina Parkway are provided on Tract 1.

Compliance with the Comprehensive Plan:

The Comprehensive Plan designates this area of Celina as Suburban Moderate-High Residential or “Suburban Mix.” The proposed development regulations comply with this designation.

Board Review/Citizen Input:

At the August 21, 2018 Regular Meeting of the Planning & Zoning Commission, the Commission voted unanimously to recommend approval of the development standards as presented.

A notice of the public hearing was published in *The Celina Record* on August 3, 2018. Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

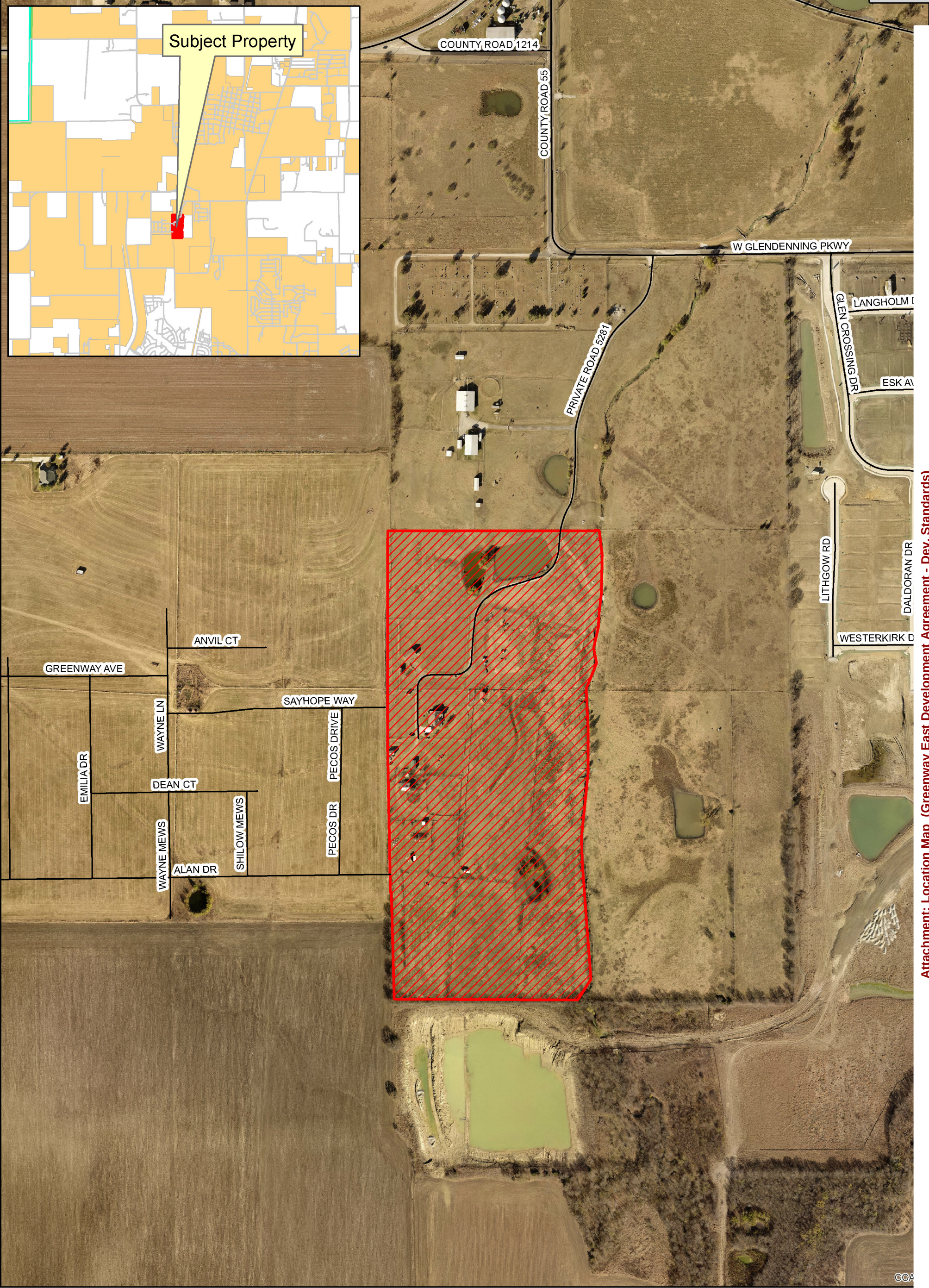
The City Attorney has reviewed the development standards as part of a pre-annexation Development Agreement between the owner and the City of Celina.

Supporting Documents:

- Location Map
- Proposed Concept Plan
- Proposed Open Space Plan
- Proposed Development Regulations

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Greenway East Development Agreement - Dev. Standards)

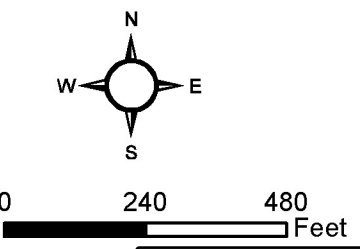


Location Map Greenway East Zoning

Date: 5/22/2018

Legend

- Roads
- Greenway East

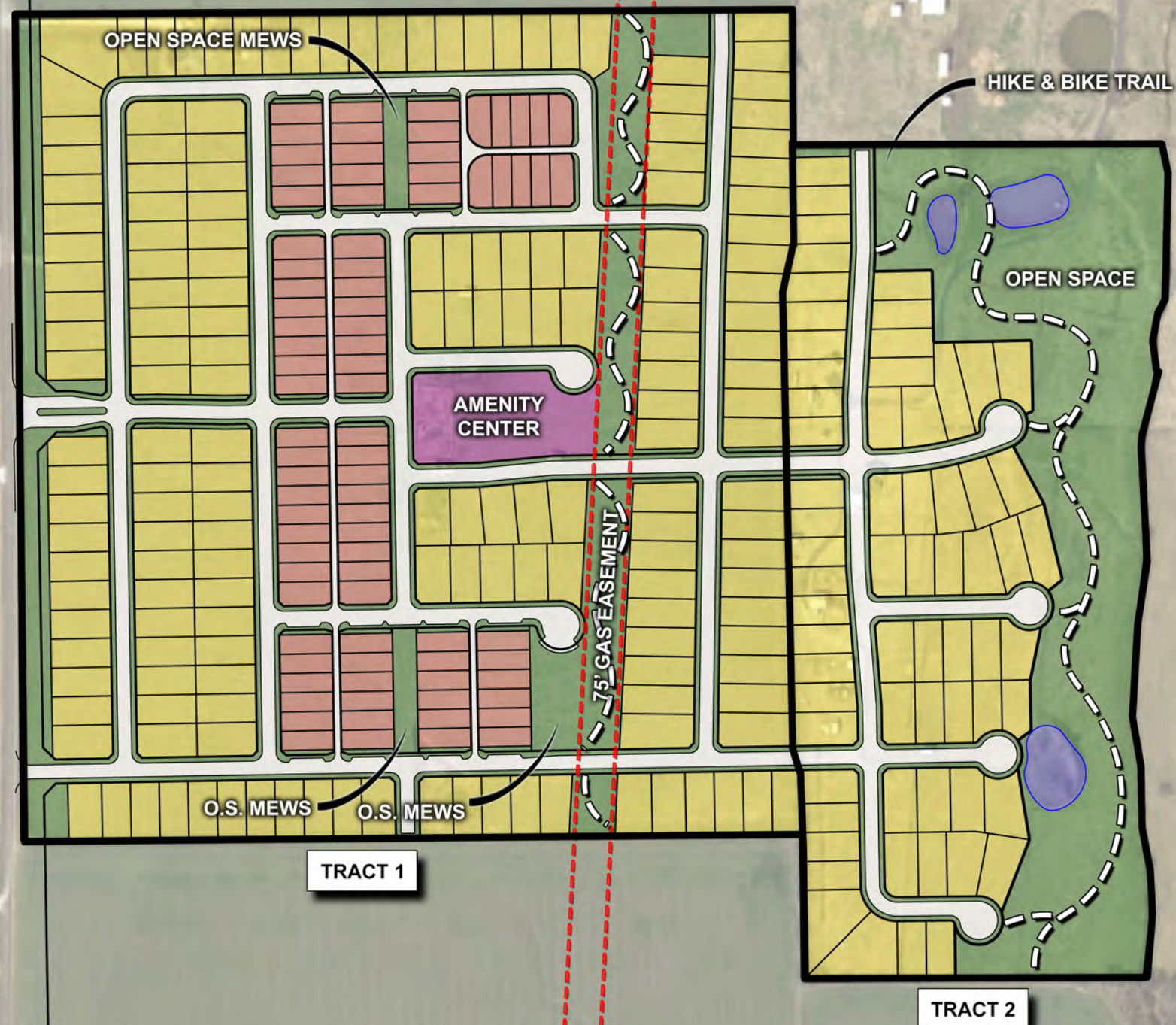


FUTURE CELINA PARKWAY (120' ROW)

LEGEND

GREENWAY

- LOTS @ 60' X 120' TYP.
- LOTS @ 50' X 110' TYP.
- LOTS @ 40' X 110' TYP.
- AMENITY CENTER (± 1.5 AC.)
- OPEN SPACE (± 12.2 AC.)

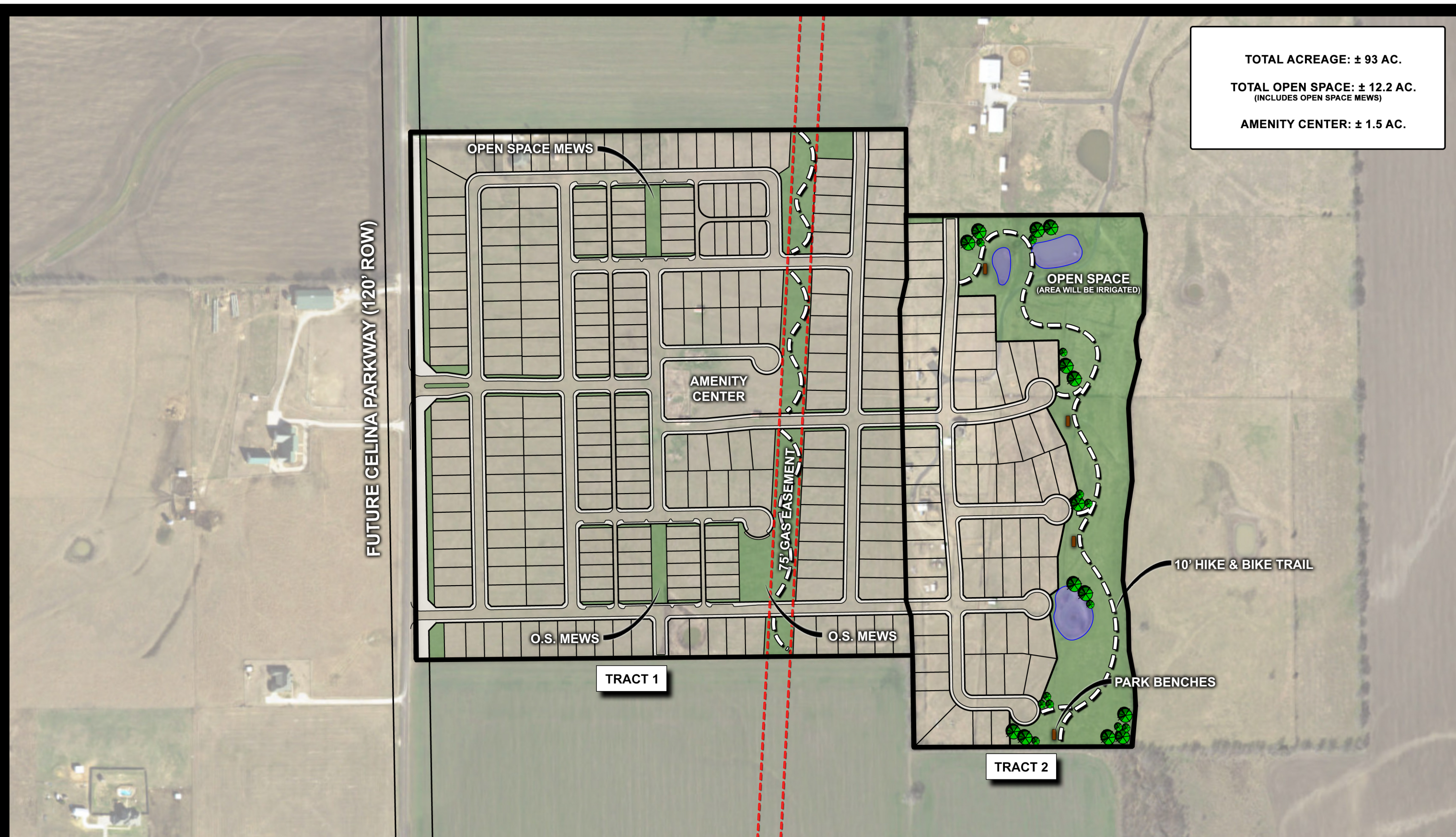


CONCEPT PLAN

GREENWAY

CELINA, TEXAS
JULY 2018

EXHIBIT "C"



CONCEPT PLAN
GREENWAY

CELINA, TEXAS
AUGUST 2018

OPEN SPACE EXHIBIT



EXHIBIT “D”

Zoning Amendment for:
GREENWAY 63



PROVIDENT REALTY ADVISORS

PLANNED DEVELOPMENT (PD No. 87)
In
Celina, Texas

August 9, 2018

Prepared By:



10875 John W. Elliot Dr., Suite 400 • Frisco, Texas 75033

PLANNED DEVELOPMENT – GREENWAY 63

Attachment: Proposed Development Regulations (Greenway East Development Agreement - Dev. Standards)

INTRODUCTION

SUMMARY AND INTENT

This zoning submittal addresses the disposition of approximately 93 acres of land within the City of Celina, more fully described on Exhibit A (the “Property”) and depicted on Exhibit C. The uses proposed for the Property are being amended to more closely follow the intent of the City of Celina Comprehensive Plan dated April 2013. It is the intent of the Planned Development (PD), to clearly identify the zoning region by metes & bounds, and to offer greater flexibility for the residential development.

This zoning submittal promotes development that is consistent with the future land use plan within the Regional Activity Center. The PD will provide an expanded range of housing choices through varying lot sizes of Single Family detached housing that currently is unavailable under the active zoning ordinance and by doing so will follow current market trends observed in surrounding cities.

PROJECT LOCATION

As shown in Exhibit B, the proposed PD is located in south Celina. A legal description (Exhibit A) and Zoning Exhibit (Exhibit C) is provided in this document.

The property is located just southeast of the intersection of two major arterial roads. This proposed Planned Development offers greater flexibility in Single Family detached development. Therefore, to achieve this flexibility and to provide greater housing choices, creating the PD under Section 14.03.031 of the City’s Zoning ordinance is required. Submitted under Section 14.03.031 as a Concept Plan, this Planned Development will provide:

- Increased amount of single family development with an expanded range of housing choices through a diversity of lot sizes ranging from 40-60 feet in width.
- Open space and mews (a row or group of houses built adjacent or around an open space or yard maintained by the HOA) to promote neighborhood community interaction and other physical assets as amenities. Mews shall be minimum twenty-five feet (25’) in width and maximum three hundred feet (300’) in length.
- Internal sidewalks will be five feet (5’) wide to allow two people to walk side by side.
- A twelve foot (12’) wide walking trail with at least six (6) benches near streets and trail.
- Mailboxes faced away from the road, but have twelve foot (12’) sidewalk or flagstone from road to cluster boxes.

EXISTING CONDITIONS

There is an existing aggregate and concrete batch plant operation to the east of this property. Glenn Crossing is located to the east of this property, and Light Farms is located to the south. All boundaries are county road or agriculture open space. The property is currently in agriculture use.

PROPOSED CONDITIONS

PROPOSED LAND USES

The proposed development is in accordance with the City of Celina Comprehensive Plan dated April, 2013 by increasing Suburban Moderate-High Residential (Suburban Mix) land use category. The following land uses are proposed:

- Base zoning district SF-R
- Suburban Moderate-High Residential (Suburban Mix)
 - Single family detached dwellings with varying lot sizes with a minimum of 4,000 SF.
- Open Space/Park Space
- Amusement and Recreation Services

PROPOSED THOROUGHFARES/ACCESS

The proposed development will utilize the existing Master Thoroughfare Plan Amended October 2017. In addition to the designating Rights of Way according to the Master Thoroughfare Plan, a divided subdivision entrance will be utilized for internal traffic circulation, and street stubs to adjacent property for future connectivity.

CONCEPT PLAN

Exhibit B identifies and locates the proposed land uses outlined within the Property. All land uses shall conform to the SF-R Regulations as they exist at the time of development. The proposed development should 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.

DEVELOPMENT REGULATIONS

Tracts 1 & 2

Single Family Residential District the intent is to allow a mixture of single-family lot sizes provided that the overall density within such SF area shall not exceed five (5) units to the gross acre or 465 lots. For single family lots, the permitted and conditional uses, as well as the regulations, under Section 14.03.008 of the City of Celina’s zoning ordinance shall apply, except as set forth herein, and further defined as Lot Types 1, 2, and 3 below.

SINGLE-FAMILY

PERMISSIBLE USES

The following uses shall be allowed:

1. 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.
2. Residential Uses: Single-family detached dwellings
3. Community Facility Uses
 - A. Public and private parks;
 - B. 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;
 - C. Amenity centers.

4. 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.
5. Manufactured and/or modular homes are prohibited in this PD district.

RESIDENTIAL DESIGN GUIDELINES

I. Lot Type Regulations

The PD District will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type 1:

1. Purpose: This lot type is designed to allow single-family detached dwellings on lots of not less than four thousand (4,000) square feet, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty-five feet (45') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Lot Mix Regulations: There shall be a maximum of 169 lots in the district that are Lot Type 1.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Four thousand (4,000) square feet.
Lot Coverage:	The maximum Lot Coverage shall not exceed sixty-five percent (65%) excluding flatwork, i.e. sidewalks and driveways.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be fifteen hundred (1,500) square feet.
Front Yard:	Fifteen feet (15') setback line when garage doors face the alley. Covered Front Porches may extend over the front building setback line up to five feet (5'). Key lots shall have two (2) front yards.
Rear Yard:	Twelve feet (12') minimum main building for rear alley lots. Twenty feet (20') minimum garage setback measured from the Right of Way (ROW). This setback, coupled with the alley parkway, shall ensure that the alleys are passable at all times.
Side Yard:	Five feet (5') minimum. Fifteen feet (15') minimum when adjacent to street.
Lot Width:	Forty feet typical (40') at building line; thirty-five feet (35') minimum (@ right-of-way) on cul-de-sac and knuckle lots. Lot frontage along alleys shall be fifteen feet (15') minimum.
Lot Depth:	One hundred feet (100') minimum. Eighty-five feet (85') minimum on cul-de-sac and knuckle lots.
Garage Orientation:	Shall face the alley with twenty feet (20') minimum setback.

B. Lot Type 2:

1. Purpose: This lot type is designed to allow single-family detached dwellings on lots of not less than five thousand (5,000) square feet, together with the allowed incidental and accessory uses.

2. Height Regulations: No building shall exceed forty-five feet (45') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Lot Mix Regulations: There is no maximum or minimum of lots that are Lot Type 2 in the district.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Five thousand (5,000) square feet.
Lot Coverage:	The maximum Lot Coverage shall not exceed sixty-five percent (65%) excluding flatwork, i.e. sidewalks and driveways.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be fifteen hundred (1,500) square feet.
Front Yard:	Fifteen feet (15') setback line when garage doors face the alley. Covered Front Porches may extend over the front building setback line up to five feet (5'). Key lots shall have two (2) front yards.
Rear Yard:	Twelve feet (12') minimum main building for rear alley lots. Twenty feet (20') minimum garage setback measured from the Right of Way (ROW). This setback, coupled with the alley parkway, shall ensure that the alleys are passable at all times.
Side Yard:	Five feet (5') minimum. Fifteen feet (15') minimum when adjacent to street.
Lot Width:	Fifty feet typical (50') at building line; forty feet (40') minimum (@ right-of-way) on cul-de-sac and knuckle lots. Lot frontage along alleys shall be fifteen feet (15') minimum.
Lot Depth:	One hundred feet (100') minimum. Eighty-five feet (85') minimum on cul-de-sac and knuckle lots.
Garage Orientation:	Shall face the alley with twenty feet (20') minimum setback.

C. Lot Type 3:

1. Purpose: This lot type is designed to allow single-family detached dwellings on lots of not less than six thousand six hundred (6,600) square feet, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty-five feet (45') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Lot Mix Regulations: There must be at least 163 lots in the district that are Lot Type 3.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Six thousand six hundred (6,600) square feet.
Lot Coverage:	The maximum Lot Coverage shall not exceed sixty-five percent (65%) excluding flatwork, i.e. sidewalks and driveways.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be eighteen hundred (1,800) square feet.
Front Yard:	Twenty feet (20') setback line in all instances, however, 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 main structure. Key lots have two (2) front yards.
Rear Yard:	Ten feet (10') minimum.
Side Yard:	Five feet (5') minimum.
	Fifteen feet (15') minimum when adjacent to street.
Lot Width:	Sixty feet typical (60') at building line; twenty feet (20') minimum (@ right-of-way) on cul-de-sac lots and knuckle lots, flag lots are allowed.
Lot Depth:	One hundred ten feet (110') minimum.
	Eighty-five feet (85') minimum on cul-de-sac lots.
Garage Orientation:	May face the street. Front facing garages must be flush or setback to align with the front façade of the house. J-Swing garages are allowed. J-Swing garages can encroach the front setback up to five feet (5').

CONDITIONAL USES

Uses allowed as conditional uses in the SF-R District (Section 14.03.008) as outlined in the City of Celina Zoning Ordinance No 2017-30, as amended.

DISTRICT REGULATIONS

It is the intent of this Ordinance that all uses permitted by the Planned Development conform to the applicable City of Celina development guidelines as they exist at the time of development.

OTHER DEVELOPMENT REGULATIONS

HOMEOWNERS/PROPERTY OWNERS ASSOCIATION

Homeowner Association(s) will be established as each residential or nonresidential parcel of land is developed. The PD shall contain one or multiple Homeowner/Property Owner Association(s).

OPEN SPACE

The PD will dedicate one acre of open space for every 75 dwelling units. A minimum of 2.0 acres shall be non-floodplain open space. The remaining open space acreage may consist of any pervious areas including publicly accessible detention/drainage facilities (wet ponds included), natural open space areas including floodplain, open spaces with easements passing through, open spaces with walking, hiking, and/or bike trails, and public or private parks. Any detention/drainage areas counted toward the open space requirement shall be landscaped and amenitized with benches and sidewalks on a minimum of three (3) sides. The Open Space and mews shall be owned and maintained by the Homeowner Association. Trees shall be allowed in side yards on mew lots. The amenities may include, but are not limited to; community pool, restrooms, playground/children's playscape, hike and bike trail, and landscaped open areas.

CONCEPT PLAN

The Concept Plan attached hereto as Exhibit B, and incorporated herein by references, demonstrates locations and relationships of the uses permitted under this PD. Because of anticipated development dynamics, it is anticipated that the overall Concept Plan will change from time to time.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 14.02.152, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development to adjacent property, the uses permitted, increase the density, building height, coverage of site, off street parking ratio, or area regulations as indicated on the approved concept plan.

SCREENING & LANDSCAPE BUFFERS

Screening shall be required for lots adjacent to County Road 52 (Celina Parkway). Screening (8' board on board fence) shall be required for lots adjacent to the entrance street as well as lots backing the cemetery property. Black metal tubular fence shall be required on lots adjacent to or backing on open spaces. Landscape buffers shall be required for all lots adjacent to the entrance road and County Road 52 (CR 52). The landscape buffer shall be ten feet (10') in width along the entrance road. The landscape buffer shall be thirty feet (30') along CR 52 with a meandering ten-foot (10') sidewalk in width along CR 52.

LIST OF EXHIBITS

- Exhibit A – Legal Descriptions
- Exhibit B – Zoning Exhibit
- Exhibit C1 – Concept Plan
- Exhibit C2 –Open Space Exhibit



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: Celina West Marketplace Annexation Ordinance

Action Requested:

The City Council will conduct the second of two public hearings, consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 8.0 acre tract of land located in the T. McIntyre Survey, Abstract No. 903, Denton 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 tract is generally located on the east side of FM 1385 approximately 1,750 feet north of Crutchfield Road . (Celina West Marketplace Annexation) (Jackson)

Owner:

Munish and Shusha Gupta
 5628 St. Peter Drive
 Plano, TX 75093

Background Information:

Below is the anticipated annexation schedule for the Celina West Marketplace annexation:

- § ~~August 3, 2018~~ ~~Council acted on a resolution and set the dates and time of the two public hearings.~~
- § ~~August 14, 2018~~ ~~Council held the first public hearing.~~
- § September 11, 2018 Council to hold the second public hearing and consider the annexation ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

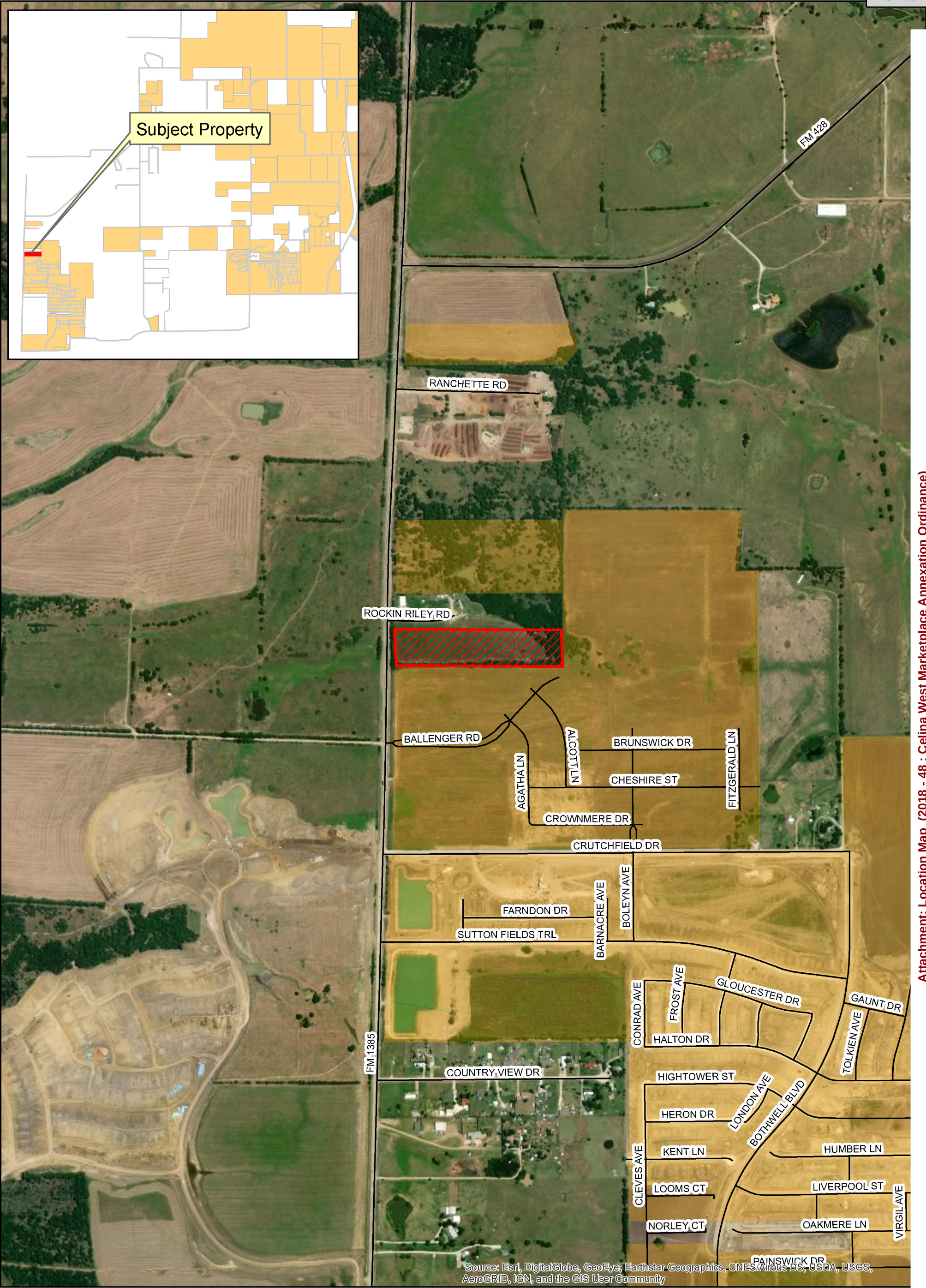
The City Attorney has reviewed the ordinance and determined that it is acceptable.

Supporting Documents:

- Location Map
- Annexation Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (2018 - 48 : Celina West Marketplace Annexation Ordinance)



Location Map Celina West Marketplace Annexation

Date: 8/8/2018

Legend

- Roads
- Celina West Marketplace
- City Limits

0 487.5 975 Feet

Packet Pg. 262

**CITY OF CELINA
RESOLUTION NO. 2018-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

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

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibits “A” & “B” into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

- I. That on Tuesday, the 14^h day of August, 2018 at 5:00 p.m. and on Tuesday, the 11^h day of September, 2018 at 5:00 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described on the attached Exhibits “A” & “B”
- II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibits “A” & “B” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 3rd day August, 2018.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: Annexation Resolution (2018 - 48 : Celina West Marketplace Annexation Ordinance)

EXHIBIT "A"

BEING SITUATED IN THE T. MCINTYRE SURVEY, ABSTRACT NO. 903, DENTON COUNTY, TEXAS, AND BEING PART OF A CALLED 16.03 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DENA E. RILEY, OF RECORD IN VOLUME 4601, PAGE 2176, DEED RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 1385 AT THE SOUTHWEST CORNER OF SAID 16.03 ACRE TRACT;

THENCE NORTH 02 DEGREES 16 MINUTES 50 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY NO. 1385, A DISTANCE OF 272.61 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

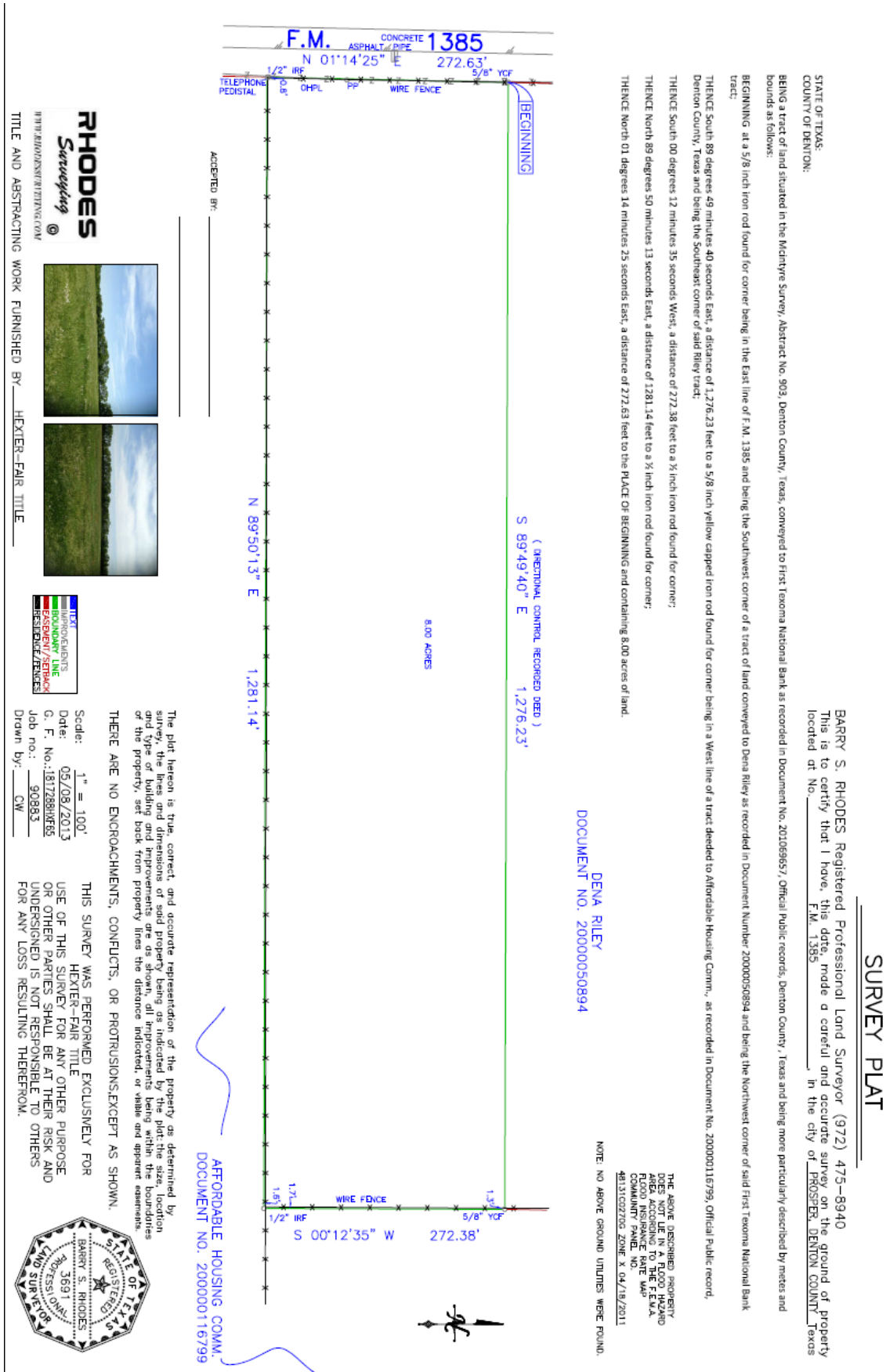
THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS EAST, A DISTANCE OF 1276.08 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER IN THE EAST BOUNDARY LINE OF SAID 16.03 ACRE TRACT;

THENCE SOUTH 01 DEGREES 15 MINUTES 11 SECONDS WEST ALONG THE EAST BOUNDARY LINE OF SAID 16.03 ACRE TRACT, A DISTANCE OF 272.56 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 88 DEGREES 49 MINUTES 40 SECONDS WEST ALONG THE SOUTH BOUNDARY LINE OF SAID 16.03 ACRE TRACT, A DISTANCE OF 1280.97 FEET TO THE PLACE OF BEGINNING AND CONTAINING 8.000 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"

Property Description



CITY OF CELINA, TEXAS

ORDINANCE NO. 2018-_____

CELINA WEST MARKETPLACE ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 8.00 ACRE TRACT OF LAND LOCATED IN THE T. MCINTYRE. SURVEY, ABSTRACT NO. 903, DENTON 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 TRACT IS GENERALLY LOCATED EAST OF FM 1385 AND APPROXIMATELY 1,750 FEET NORTH OF CRUTCHFIELD ROAD; 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 14th day of August, 2018 and the second hearing being held on the 11th day of September, 2018 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 less than forty (40) days after the institution of annexation proceedings; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 3rd day of August, 2018 and on the 31st day of August, 2018, such dates being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding

- that surrounding the area is in the public interest; and

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”, 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 Denton 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 11th day of September, 2018.

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: Celina West Marketplace Annexation Ordinance (2018 - 48 : Celina West Marketplace Annexation Ordinance)

Exhibit "A"
Legal Description

BEING SITUATED IN THE T. McIntyre Survey, Abstract No. 903, Denton County, Texas, and being part of a called 16.03 acre tract of land described in a deed to Dena E. Riley, of record in Volume 4601, page 2176, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner in the east right-of-way line of FM Highway No. 1385 at the southwest corner of said 16.03 acre tract;

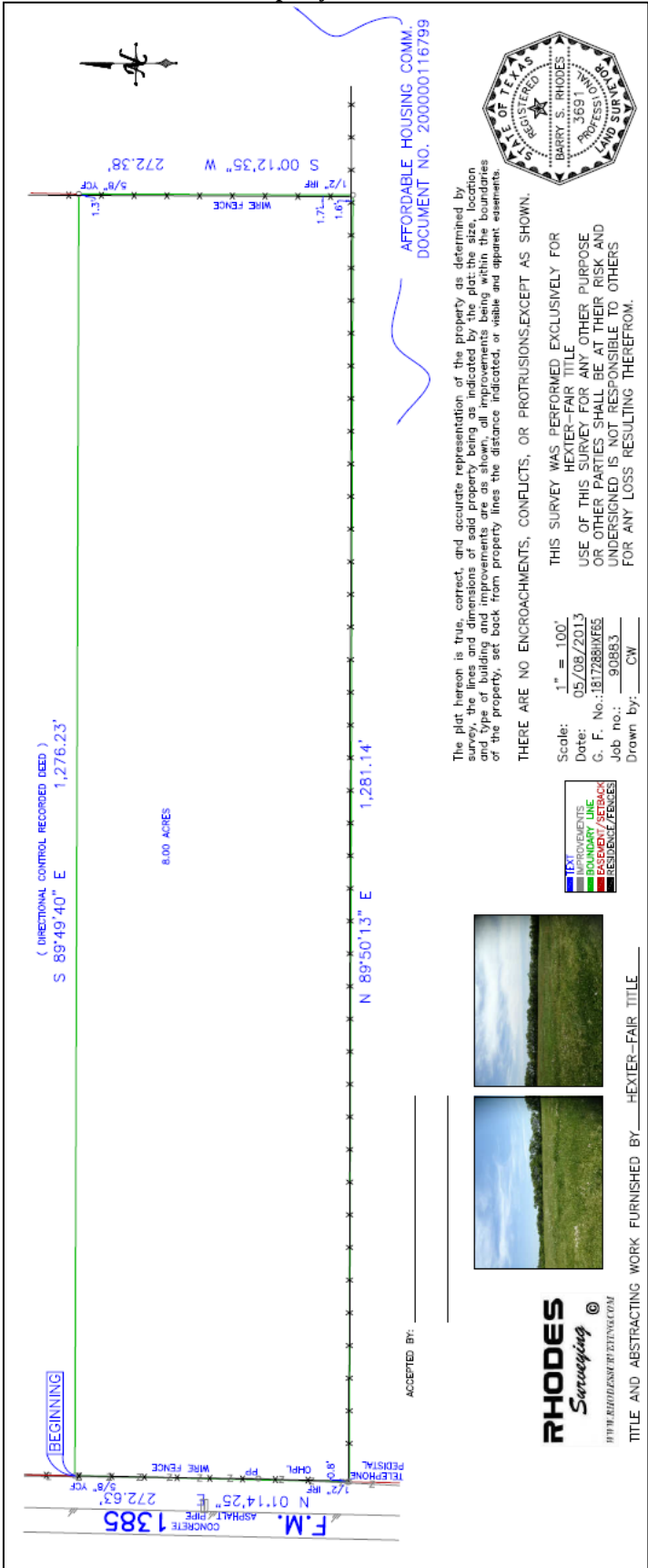
THENCE north 02°16'50" east along the east right-of-way line of said FM Highway No. 1385, a distance of 272.61 feet to a 5/8 inch iron rod set for corner;

THENCE south 89°49'40" east along the east, a distance of 1,276.08 feet to a 5/8 inch iron rod set for corner in the east boundary line of said 16.03 acre tract;

THENCE south 01°15'11" east along the west along the south boundary line of said 16.03 acre tract, a distance of 272.56 feet to a ½ inch iron rod found for corner;

THENCE north 88°49'40" west along the west along the south boundary line of said 16.03 acre tract, a distance of 1,280.97 feet to the place of beginning and containing 8.000 acres of land, more or less.

Exhibit “B”
Property Exhibit



**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 include 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 Zoning Commission
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: September 11, 2018
 Re: Celina West Marketplace Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 8.00 acre tract of land situated in the T. McIntyre Land Survey, Abstract No. 903, Denton County, Texas, from AG, Agricultural zoning district to PD-93, Planned Development zoning district No. 93, with a base zoning designation of MU-2, Mixed-Use Regional. The tract is generally located on the east side of FM 1385 and approximately 1,750 feet north of Crutchfield Drive. (Celina West Marketplace PD-93) (Jackson)

Owner:

Munish and Anusha Gupta
 5328 Saint Peter Drive
 Plano, TX 75093

Background Information:

The property was annexed into the corporate city limits earlier in the evening.

The applicant is requesting consideration of a Planned Development zoning district with a base zoning designation of MU-2, Mixed-Use Regional to provide appropriate zoning for a future site adjacent to FM 1385. The proposed zoning is to construct a retail/office building and a mini storage building on FM 1385, north of Ballenger Road.

The 18,576 square foot retail/office building located adjacent to FM 1385 will adhere to the Zoning Ordinance masonry standards, as it exists or as amended at the time of site plan approval. The 80,292 square foot mini-warehouse building will be constructed of 55% brick and 42% concrete tilt wall, with EIFS or stucco decorative elements. The Planned Development will incorporate the elevations as an integral part of the PD's development standards. The site will utilize a vegetative screen with decorative metal fencing around the northern and eastern boundaries of the property to screen the open storage space from adjacent properties and a six (6) foot masonry screening wall will be constructed adjacent to the single family development to the south. A minimum forty (40) foot landscape buffer and detention area will be provided adjacent to the future right-of-way of FM 1385.

Board Review/Citizen Input:

At the July 17, 2018 Regular Meeting of the Planning & Zoning Commission, the Commission voted unanimously to recommend approval of this rezoning request.

A notice of the City Council public hearing was published in *The Celina Record* on August 31, 2018. Notices of the public hearing were sent to all owners of property residing within the city limits, as indicated by the most recently approved Denton County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

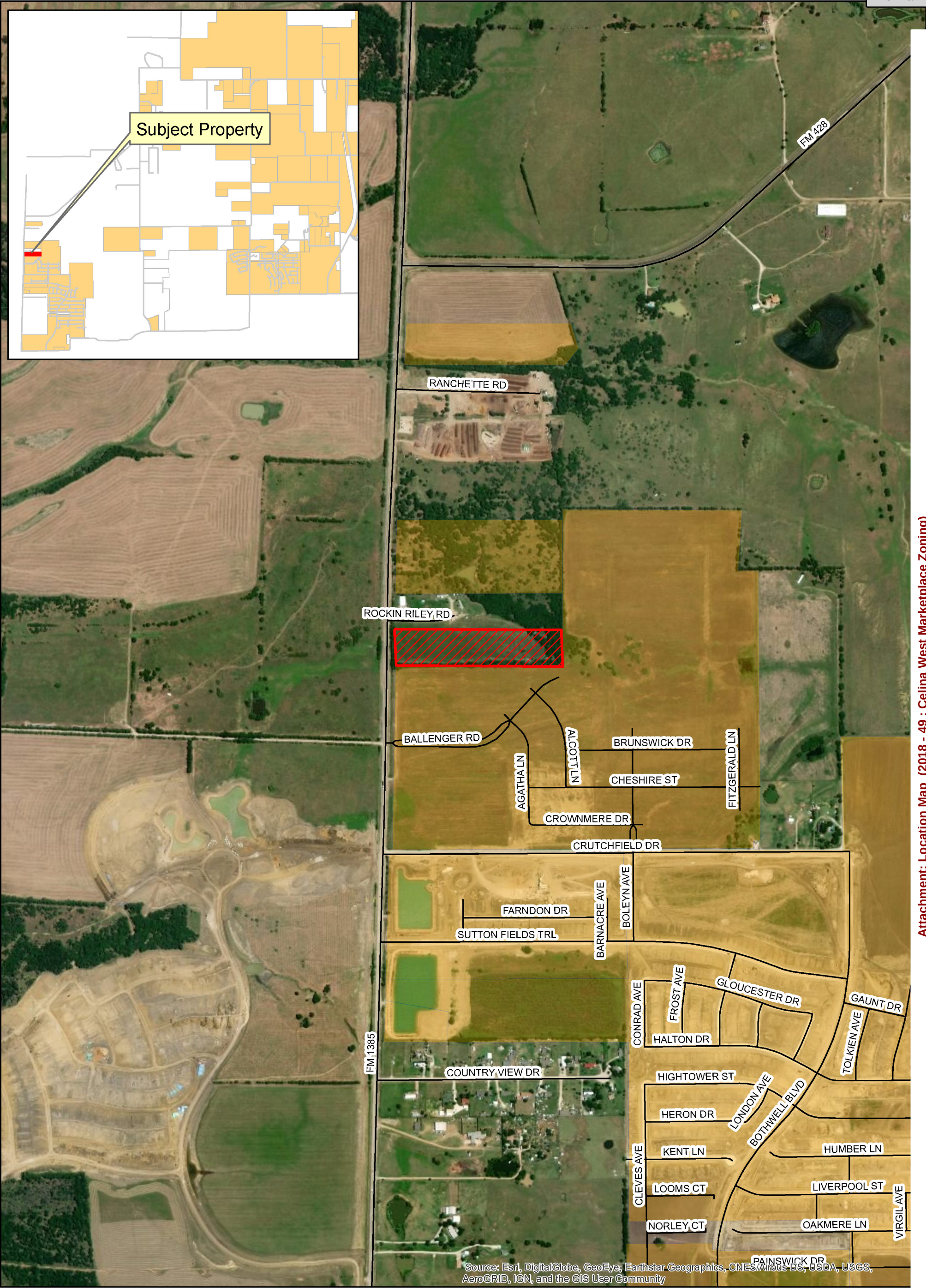
The City Attorney has reviewed the ordinance and determined that it is acceptable.

Supporting Documents:

- Location Map
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (2018 - 49 : Celina West Marketplace Zoning)



Location Map Celina West Marketplace Annexation

Date: 8/8/2018

Legend

- Roads
- Celina West Marketplace
- City Limits

0 487.5 975 Feet

Packet Pg. 278

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2018-_____
CELINA WEST MARKETPLACE
PLANNED DEVELOPMENT NO. 93**

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 8.00 ACRE TRACT OF LAND LOCATED IN THE T. MCINTYRE SURVEY, ABSTRACT NO. 903, CITY OF CELINA, 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 NO. 93; 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 "PD" Planned Development District No. 93 is hereby amended as "PD" Planned Development District No. 93 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. 93.

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 11th day of September, 2018.

 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: Proposed Ordinance (2018 - 49 : Celina West Marketplace Zoning)

**EXHIBIT A
LEGAL DESCRIPTION**

**STATE OF TEXAS
COUNTY OF DENTON**

BEING a tract of land situated in the T. McIntyre Survey, Abstract No. 903, Denton County, Texas, conveyed to First Texoma National Bank as recorded in Document No. 201069657, Official Public Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for corner being in the East line of FM 1385 and being the Southwest corner of a tract of land conveyed to Dena Riley as recorded in Document No. 20000050894 and being the Northwest corner of said First Texoma National Bank tract;

THENCE South 89 degrees 49 minutes 40 seconds East, a distance of 1,276.23 feet to a 5/8 inch yellow capped iron rod found for the corner being in a West line of a tract deeded to Affordable Housing Commission, as recorded in Document No. 200000116799, Official Public Records, Denton County, Texas and being the Southeast corner of said Riley tract;

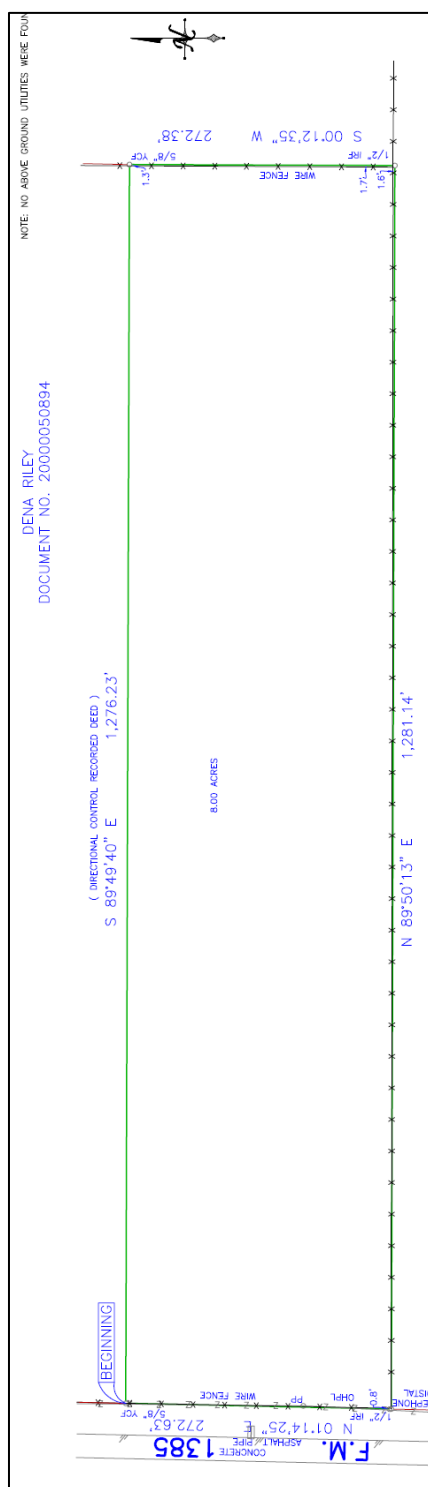
THENCE South 00 degrees 12 minutes 35 seconds West, a distance of 272.38 feet to a ½ inch iron rod found for the corner;

THENCE North 89 degrees 50 minutes 13 seconds East, a distance of 1,281.14 feet to a ½ inch iron rod found for the corner;

THENCE North 01 degrees 14 minutes 25 seconds East, a distance of 272.63 feet to PLACE OF BEGINNING and containing 8.00 acres of land.

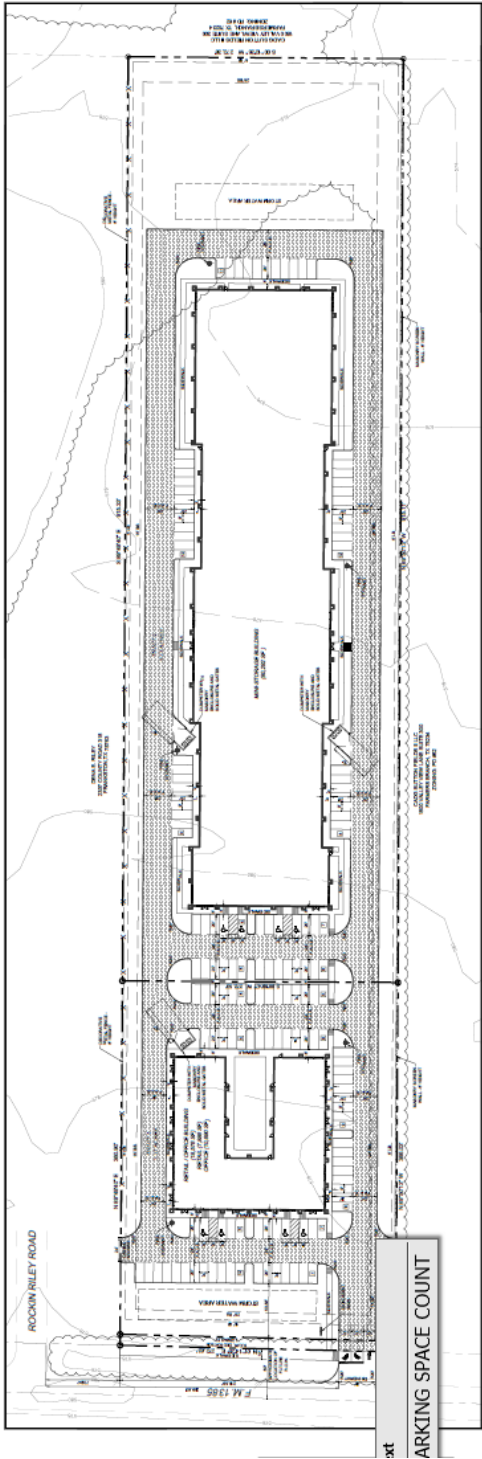
EXHIBIT B

Zoning Exhibit



Attachment: Proposed Ordinance (2018 - 49 : Celina West Marketplace Zoning)

EXHIBIT C
Concept Plan



Attachment: Proposed Ordinance (2018 - 49 : Celina West Marketplace Zoning)

EXHIBIT D
Development Regulations
CELINA WEST MARKETPLACE PROPERTY

These development regulations are intended for a ±2.19 acre tract of land (Tract 1) and a ±5.81 acre tract of land (Tract 2) in the Denton County McIntyre Land Survey, Abstract No. 903, City of Celina, Denton County, Texas. The property is generally located on the east side of F.M. 1385 approximately 1,750 feet north of Crutchfield Drive.

The purpose of this Planned Development (PD) is to create two tracts of land. Tract 1 that allows retail and office uses and Tract 2 that allows a mini warehouse and storage facility. In the event that the proposed uses are not built, the Planned Development provides for additional approved uses. This site will provide vehicular connections to the neighboring property to the north and south. The proposed uses are in compliance with the Comprehensive Plan dated April 2013.

1.0 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.

2.0 General Regulations

- 2.1 All regulations for this PD District not redefined by this document shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance at the time of development as they exist or may be amended.
- 2.2 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 Planned Development/Zoning amendment. Any minor changes to the Conceptual Site Plan regarding building locations and individual uses within the PD are allowed by staff approval, so long as the general character within the base zoning district in the PD is maintained and the general location of the land uses remains as shown in Exhibit C.

3.0 Permitted Land Uses:

- 3.1 The permitted uses within the PD are listed below.

Hotel	P
Household appliance service and repair	P
Kiosk (providing a service)	P
Amusement services (indoors)	P
Laundry/dry cleaning (drop off/pick up)	P
Amusement services (outdoors)	P
Medical Facilities	P
Armed services recruiting center	P
Microbrewery with manufacturing	P
Artist studio	P
Mini Storage & Warehouse (Climate Controlled & Enclosed) Tract 2 Only	P

Assisted living facility	P
Municipal facility	P
Nursing/convalescent home	P
Auto supply store for new & rebuilt parts	P
Office Center	P
Bakery or confectionery (retail)	P
Bank/credit unions	P
Offices (professional and general business)	P
Bed & breakfast inn	P
Parking lot structure, commercial (auto)	P
Personal service shop	P
Pet and animal grooming shop	P
Child day care (business)	P
Propane sales (retail)	P
Church/ place of worship	P
Club, private (class I & II)	P
Convenience store (with beer and wine sales)	P
Restaurant (with no drive-through service)	P
Convenience store (with or without gas service)	P
Retirement home/home for the aged	P
Day camp for children	P
Drapery, blind or furniture upholstery shop	P
Studio for radio or television (without tower)	P
Family home (adult or child care)	P
Feed & grain store	P
Food or grocery store	P
Theater or playhouse (indoor)	P

4.0 Development Regulations:

4.1 All regulations for the District not redefined by this document 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.

a) Setbacks:

- Minimum front yard: Sixty five (65) feet
- Minimum side yard: Fifteen (15) feet

- Minimum rear yard: Twenty-five (25) feet
- Minimum landscape buffer: Forty (40) 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. 85% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.

c) Connectivity: vehicular connectivity to adjacent tracts is required.

5.0 Parking Regulations

5.1 The parking shall be provided according to the City of Celina Zoning Ordinance as it exists or may be amended.

5.2 Parking for Tract 2 shall be 1 space per 1,000 square feet of mini storage area.

6.0 Landscape & Irrigation Regulations

6.1 The landscape and irrigation requirements shall conform to City of Celina Development Standards and Use Regulations described in the Zoning Ordinance, as exists or may be amended with the exception that no landscaping shall be required within the mini warehouse service areas (defined as travel lanes, parking and any open spaces within the warehouse/storage units' area). Landscape screening along northern property line and in front yard shall be required.

7.0 Screening Regulations

7.1 The screening requirement for all uses adjacent to residential uses shall be a six (6) foot solid masonry wall with materials that are consistent with the color and design of the primary structure and conform to City of Celina Development Standards and Use Regulations described in the City of Celina Zoning Ordinance, as exists or may be amended. Screening along northern property line shall be decorative metal with landscape.

8.0 Subdivision Ordinance Regulations

8.1 Development shall meet the standards of City of Celina Engineering Design Manual and the Subdivision Ordinance, as exists or may be amended.



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 11, 2018
Re: FY 2018/2019 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 2018-2019 budget. (Toutounchian)

Background Information:

The proposed FY 2018-2019 budget will raise more total property taxes than last year's budget by \$1,237,324.00 or 17.40%, and of that amount, \$1,226,954.00 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 11, 2018 at 5:00 p.m.

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: September 11, 2018
Re: Appointing C. Howard to MUTD board

Action Requested:

Consider and act to appoint Corbett Howard to the board of the McKinney Urban Transit District as representative for the City of Celina. (Laumer)

Background Information:

Created in 2016 and meeting for the first time in March of 2017, the McKinney Urban Transit District was created after the dissolution of the Texhoma Area Paratransit System (TAPS), to provide transportation to help get disabled individuals and elderly citizens to a medical appointment, to dialysis treatments, or to part-time jobs.

McKinney became an urban transit district to tap into state funds. The Texas Department of Transportation has allocated about \$312,000 in grant funding to the McKinney Urbanized Area. As part of the required local match, Celina pays \$3,000 annually to the City of McKinney.

The McKinney Urban Transit District exists in partnership with DCTA/DART to provide transportation to disabled individuals and elderly people to medical appointments, dialysis treatments, and to part-time jobs. It is important for the Celina representative to remain on this board to help guide the direction of the MUTD to best assist our own residents, and those of Collin County in general.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

As part of the required local match, Celina pays \$3,000 annually to the City of McKinney.

Legal Review:

NA

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: September 11, 2018
Re: FY2018-19 EDC Budget Approval

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2018-2019 budget for the Celina Economic Development Corporation. (Jackson)

Background Information:

This resolution is a part of the annual budget approval process for the Celina Economic Development Corporation.

Board Review/Citizen Input:

The Celina Economic Development Corporation approved this budget at a meeting held on Thursday, September 6, 2018.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed resolution
- FY2018-19 EDC Budget

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2018- R**

**A RESOLUTION OF THE CITY OF CELINA, TEXAS RATIFYING AND
APPROVING THE FISCAL YEAR 2018-2019 BUDGET FOR THE
CELINA ECONOMIC DEVELOPMENT CORPORATION; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Celina Economic Development Corporation, hereinafter the “CEDC” is a 4A development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code;

WHEREAS, the CEDC Board of Directors has approved a 2018-2019 Fiscal year budget;

WHEREAS, the City of Celina desires to approve and ratify such said CEDC budget.

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

SECTION 1: The findings and declaration contained in the preamble of this Resolution are incorporated herein as part of this Resolution.

SECTION 2: The City Council hereby ratifies and approves the FY2018-2019 Budget for the Celina Economic Development Corporation.

SECTION 3: This Resolution shall be in full force and effect from and after its date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 11th day of September, 2018.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: CEDC FY19 Budget Resolution (2018-34R : FY2018-19 EDC Budget Approval)

CITY OF CELINA
DEPARTMENT REQUESTED BUDGET
YTD AS OF: JUNE 30, 2018

102-GENERAL FUND

CELINA ECONOMIC DEVELOPMENT CORPORATION

		----- 2017 - 2018 -----					----- 2018 - 2019 -----		
		2014-2015 BUDGET	2015-2016 BUDGET	2016-2017 BUDGET	CURRENT APPROVED BUDGET	Y-T-D ACTUAL 06/30/2018	FY 2017-2018 Year End Estimate	FY 2018 - 2019 PROPOSED BUDGET CEDC	FY 2018 - 2019 APPROVED BUDGET CEDC
EXPENDITURES									
PAYROLL EXPENSE									
102-518-01-5100	SALARIES	92,700	96,435	105,500	233,500	169,469	243,350	140,000	
102-518-01-5101	CAR ALLOWANCE	6,000	6,000	7,500	11,100	8,325	11,100	3,600	
102-518-01-5110	P/R TAX EXPENSE	8,423	8,857	9,706	18,712	14,203	18,616	10,985	
102-518-01-5111	SUTA	270	270	270	342	324	324	270	
102-518-01-5115	HEALTH INSURANCE	5,400	6,144	9,000	29,900	22,425	29,900	12,782	
102-518-01-5116	RETIREMENT	6,000	7,200	8,500	19,600	14,700	14,700	9,377	
102-518-01-5117	WORKMAN'S COMPENSATION	363	363	363	668	355	355	646	
102-518-01-5120	PERFORMANCE INCENTIVE	0	5,000	10,000	0	0	0	15,000	
TOTAL PAYROLL EXPENSE		119,156	130,269	150,839	313,822	229,801	318,345	192,661	0
LEGAL & PROFESSIONAL EXPENSE									
102-518-02-5140	CONTRACT LABOR	4,800	4,000	7,500	7,000	100	7,000	7,000	
102-518-02-5150	LEGAL	250	250	10,000	10,000	3,796	5,000	10,000	
TOTAL LEGAL & PROFESSIONAL EXPENSE		5,050	4,250	17,500	17,000	3,896	12,000	17,000	0
MATERIALS & SUPPLIES									
102-518-03-5208	COMPUTER HW/SW	250	250	250	750	0	500	3,000	
102-518-03-5209	OFFICE SUPPLIES	250	125	125	250	355	550	1,000	
102-518-03-5210	MATERIALS/SUPPLIES	200	350	350	500	69	350	1,000	
TOTAL MATERIALS & SUPPLIES		700	725	725	1,500	424	1,400	5,000	0
MAINTENANCE EXPENSE									
102-518-04-5205	MAINTENANCE AGREEMENT	1,500	1,500	1,500	3,000	1,634	2,500	3,000	
102-518-04-5225	FACILITY MAINTENANCE	1,000	1,000	1,000	1,500	788	1,500	1,500	
102-518-04-5230	EQUIPMENT REPAIRS	0	0	0	0	0	0	0	
102-518-04-5231	EQUIPMENT O&M	0	0	0	0	0	0	0	
TOTAL MAINTENANCE EXPENSE		2,500	2,500	2,500	4,500	2,422	4,000	4,500	0

102-GENERAL FUND

CELINA ECONOMIC DEVELOPMENT CORPORATION

EXPENDITURES

UTILITY EXPENSE

102-518-05-5400	TELEPHONE LAND LINES	1,650	1,650	1,650	1,650	1,191	1,650	1,650	
102-518-05-5401	CELL PHONES	1,100	1,100	1,100	1,500	889	1,100	1,500	
102-518-05-5403	INTERNET DSL	1,000	1,000	1,000	1,000	511	1,000	1,800	
102-518-05-5419	NATURAL GAS	325	325	325	650	516	650	0	
102-518-05-5420	ELECTRICITY	2,000	2,000	2,000	4,000	0	0	0	
102-518-05-5421	OFFICE RENT	0	0	0	0	0	0	0	

TOTAL UTILITY EXPENSE

6,075	6,075	6,075	8,800	3,108	4,400	4,950	0
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OTHER EXPENSES

102-518-09-5220	POSTAGE	50	150	75	400	25	60	400	
102-518-09-5240	GENERAL INSURANCE	135	135	135	2,800	2,857	2,857	2,857	
102-518-09-5250	MEMBERSHIPS & DUES	10,000	10,000	7,500	7,500	4,056	7,500	7,500	
102-518-09-5269	TRAINING/SCHOOL/SEMINARS	1,500	1,100	500	2,000	1,050	500	3,000	
102-518-09-5270	TRAVEL/ MEALS & LODGING	4,000	6,500	6,500	9,000	9,000	9,737	13,000	
102-518-09-5271	MEALS & ENTERTAINMENT	5,000	6,000	3,500	5,000	4,700	3,500	8,000	
102-518-09-5272	MARKETING EVENTS	2,500	2,500	25,000	10,000	10,000	15,000	25,000	
102-518-09-5290	ADVERTISING	2,500	2,500	0	3,000	1,785	2,500	5,000	
102-518-09-5340	OFFICE CLEANING	350	350	350	800	375	500	800	
102-518-09-5415	EQUIPMENT RENTAL	750	865	865	2,880	1,620	2,400	2,880	
102-518-09-5700	EQUIPMENT	0	0	0	0	0	0	0	
102-518-09-5705	SPECIAL PROJECTS	15,000	52,000	45,000	0	17,776	20,000	20,000	
102-518-09-5706	SALES TAX REBATE	12,000	12,000	15,000	0	0	0	0	
102-518-09-5750	CAPITAL OUTLAY	0	0	0	0	0	0	0	
102-518-09-5900	DEBT SERVICE	0	0	0	40,000	26,212	40,000	80,000	
102-518-09-5901	TRANSFER OUT TO THE CITY	0	0	0	0	0	0	160,000	

TOTAL OTHER EXPENSES

53,785	94,100	104,425	83,380	79,456	104,554	328,437	0
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TOTAL EXPENDITURES

187,266	237,919	282,064	429,002	319,108	444,699	552,548	0
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102-GENERAL FUND

CELINA ECONOMIC DEVELOPMENT CORPORATION

		(----- 2017 - 2018 -----)					(----- 2018 - 2019 -----)		
		2014-2015 BUDGET	2015-2016 BUDGET	2016-2017 BUDGET	CURRENT APPROVED BUDGET	Y-T-D ACTUAL 06/30/2017	FY 2017-2018 Year End Estimate	FY 2018 - 2019 PROPOSED BUDGET CEDC	FY 2018 - 2019 APPROVED BUDGET CEDC
REVENUES:									
REVENUE PROJECTION:									
	SALES TAX REVENUE	245,425.00	304,902.50	319,848.00	500,000.00	397,305.77	547,305.77	602,500	
	INTEREST INCOME	1,500.00	1,500.00	1,500.00	1,950.00	2,829.00	3,200.00	5,000	
	MARKETING DONATIONS	0.00	10,000.00	0.00	0.00	14,850.00	14,850.00	0	
TOTAL REVENUES		246,925	316,403	321,348	501,950	414,985	565,356 120,656.79	607,500 54,952.04	0

CITY OF CELINA
Departmental Personnel Budget Request Form
Fiscal Year, 2018-2019
New Minimum & 3% Increase

Fund: CEDC FUND

Department: CEDC

Name & Title	Current Fiscal Year, 2017-2018		Next Fiscal Year, 2018-2019			% change
	Hourly or Monthly Pay Rate	Annual Salary	Hourly or Monthly Pay Rate	Calculation of Salary Increase (to be completed by Budget Officer)	Annual Salary and Benefits	
Alexis Jackson			67.31	140,000.00	140,000.00	
Car Allowance				3,600.00	3,600.00	
BUDETED OVERTIME (1.5 TIMES REGULAR)						
Total		0.00		143,600.00	\$143,600.00	

	Basic for Calculation*	Calculations	Annual Benefits
Social Security	6.20% OF GROSS PAY		8,903.20
Medicare	1.45% OF GROSS PAY		2,082.20
Retirement	6.53% OF GROSS PAY		9,377.08
Life Insurance & AD&D	2X SALARY LIFE INSURANCE		719.28
Health, Vision & Dental Insurance	CEDC HEALTH INSURANCE		12,063.00
Unemployment Insurance	3% OF FIRST \$9,000.00 OR \$270.00 PER YR		270.00
Workers Compensation	0.45% OF GROSS PAY		646.20
		Total:	\$34,060.96

FB Percentage 23.72%

Total PR & Benefits \$177,660.96

Attachment: Proposed FY 2018-2019 CEDC Budget (2018-34R : FY2018-19 EDC Budget Approval)

CITY OF CELINA
 Departmental Personnel Budget Request Form
 Fiscal Year, 2018-2019
New Minimum & 3% Increase



Fund: General Fund

Department: ADMIN

Name & Title	Current Fiscal Year, 2017-2018		Next Fiscal Year, 2018-2019			% change
	Hourly or Monthly Pay Rate	Annual Salary	Hourly or Monthly Pay Rate	Calculation of Salary Increase (to be completed by Budget Officer)	Annual Salary and Benefits	
HOWARD, CORBETT			59.38	123,500.00	123,500.00	
AUTO				7,500.00	7,500.00	
BUDETED OVERTIME (1.5 TIMES REGULAR)						
Total		0.00		131,000.00	\$131,000.00	

	Basic for Calculation*	Calculations	Annual Benefits
Social Security	6.20% OF GROSS PAY		8,122.00
Medicare	1.45% OF GROSS PAY		1,899.50
Retirement	6.53% OF GROSS PAY		8,554.30
Health, Vision & Dental Insurance	INSURANCE PAYMENT		9,504.00
Unemployment Insurance	3% OF FIRST \$9,000.00 OR \$270.00 PER YR		270.00
Workers Compensation	0.45% OF GROSS PAY		589.50
		Total:	\$28,939.30
FB Percentage			22.09%
Total PR & Benefits			\$159,939.30

Attachment: Proposed FY 2018-2019 CEDC Budget (2018-34R : FY2018-19 EDC Budget Approval)



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 11, 2018
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 2018-2019 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 16, 2018.

Alternatives:

N/A

Financial Considerations:

Legal Review:

N/A

Supporting Documents:

Resolution, budget document

Staff Recommendation:

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2018- R**

**A RESOLUTION OF THE CITY OF CELINA, TEXAS RATIFYING AND
APPROVING THE FISCAL YEAR 2018-2019 BUDGET FOR THE
CELINA COMMUNITY DEVELOPMENT CORPORATION; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Celina Community Development Corporation, hereinafter the “CCDC” is a 4B development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code;

WHEREAS, the CCDC Board of Directors has approved a Fiscal 2018-2019 Budget;

WHEREAS, the City of Celina desires to approve and ratify such said CCDC Budget.

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

SECTION 1: The findings and declaration contained in the preamble of this Resolution are incorporated herein as part of this Resolution.

SECTION 2: The City Council hereby ratifies and approves the Fiscal 2018-2019 Budget for the Celina Community Development Corporation.

SECTION 3: This Resolution shall be in full force and effect from and after its date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 11th day of September, 2018.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: 2018- R FY2019 CCDC Budget (2018-35R : CDC Budget)



**COMMUNITY DEVELOPMENT CORPORATION
FY 2018 - 2019
BUDGET**

REVENUE:

Sales Tax Revenue	602,500.00
Interest Income	3,000.00

Total

605,500.00

EXPENSES:

Debt Service Payment	200,000.00
----------------------	------------

Total

200,000.00

Surplus(Deficit)

405,500.00

Notes:

Any projected budget surplus will be used to acquire additional park land or make improvement to the existing parks.



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 11, 2018
Re: FY 2018/2019 Budget Adoption

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2018-2019 beginning October 1, 2018, and ending September 30, 2019, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Roll Call) (Toutounchian)

Background Information:

This budget will raise more total property taxes than last year's budget by \$1,237,324.00 or 17.40% and of that amount, \$1,226,954.00 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 11, 2018 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. 2018-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, 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, 2018 and ending September 30, 2019 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 \$1,237,324.00 or 17.40% and of that amount, \$1,226,954.00 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, 2018 and ending September 30, 2019, 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 11th day of September 2018 by roll call vote as follows:

For Passage:_____

Against Passage:_____

Sean Terry, Mayor

Vicki Faulkner, City Secretary

City Attorney



FISCAL YEAR 2018-2019

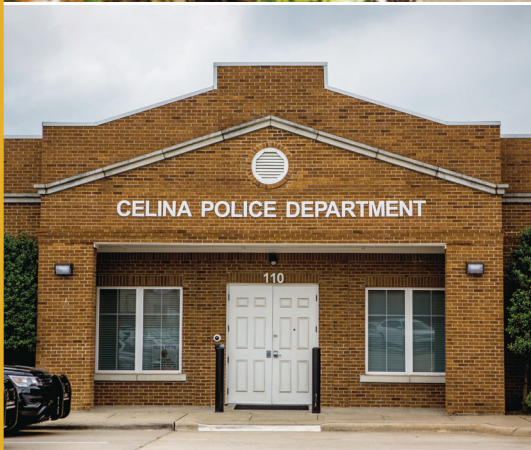


TABLE OF CONTENTS

<u>COVER PAGE</u>	<u>2</u>
<u>GENERAL FUND</u>	
GENERAL FUND SUMMARY	5
DEPARTMENTAL SUMMARIES	
GIS/FACILITIES	6
IT/FINANCE	7
LIBRARY/GENERAL SVCS OFFICE	8
DEVELOPMENT SVCS/ADMINISTRATION	9
MUNICIPAL COURT/FIRE	10
STREETS/POLICE	11
PARKS/MARKETING	12
ENGINEERING/HUMAN RESOURCES	13
<u>WATER & WASTEWATER FUND</u>	<u>14</u>
WATER/WASTEWATER FUND SUMMARY	15
DEPARTMENTAL SUMMARIES	
WATER/WASTEWATER	16
TRASH/UTILITY BILLING	17
NON-DEPARTMENTAL/DEBT SERVICE	18
<u>DEBT SERVICE FUND</u>	<u>19</u>
<u>MAIN STREET FUND</u>	<u>21</u>
<u>OTHER GOVERNMENTAL FUNDS</u>	<u>24</u>
<u>CAPITAL PROJECTS FUNDS</u>	<u>29</u>
<u>CELINA ECONOMIC DEVELOPMENT CORPORATION</u>	<u>44</u>
<u>CELINA COMMUNITY DEVELOPMENT CORPORATION</u>	<u>45</u>
<u>AUTHORIZED FULL TIME EMPLOYEES LIST</u>	<u>46</u>

Budget Cover Page

Recorded votes for adoption of FY 2018-2019 Annual Budget:

The members of the governing body voted on the budget as follows:

For:

Against:

Present and not voting:

Absent:

Recorded votes for adoption of FY 2018-2019 Tax Rate:

For:

Against:

Present and not voting:

Absent:

PROPERTY TAX RATE	FY 2017-2018	FY 2018-2019
Property Tax Rate:	\$0.645000/100	\$0.645000/100
Effective Tax Rate:	\$0.553004/100	\$0.623353/100
Effective M&O Tax Rate:	\$0.362899/100	\$0.407236/100
Rollback Tax Rate:	\$0.604520/100	\$0.699398/100
Debt Rate:	\$0.217200/100	\$0.232014/100

Total debt obligation for the City of Celina secured by property taxes: \$48,150,575

This budget will raise more revenue from property taxes than last year's budget by \$1,237,324 or 17.40% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,226,954.

Budget Cover Page

City of Celina Annual Budget

Adopted September 11, 2018

For the fiscal year

October 1, 2018 through September 30, 2019

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 Toutouchian Director of Finance

For additional information contact:

Jay Toutouchian

Finance Department

142 N. Ohio Street

Celina, TX 75009

GENERAL FUND

CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019

102-GENERAL FUND SUMMARY

REVENUE

REVENUE	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL FINES & FEES	7,218,826	7,504,341	6,619,950	-8.30%
TOTAL TAXES	6,276,288	6,365,237	6,968,281	11.03%
TOTAL GRANTS	-	-	-	0.00%
TOTAL CONTRIBUTIONS/DONATIONS	67,933	66,827	61,730	-9.13%
TOTAL INTEREST INCOME	92,810	140,498	165,000	77.78%
TOTAL OTHER REVENUES	384,487	413,641	-	0.00%
TOTAL TRANSFERS	527,000	527,000	-	0.00%
TRANSFER IN FROM FUND BALANCE			603,000	
TOTAL GENERAL FUND REVENUE	14,567,343	15,017,545	16,358,411	12.30%

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
GIS	67,450	89,129	131,281	94.63%
FACILITIES MAINTENANCE	68,451	98,251	293,154	328.27%
INFORMATION TECHNOLOGY	81,162	166,062	601,915	641.62%
FINANCE	-	-	901,897	100.00%
LIBRARY	263,919	259,201	275,150	4.26%
GENERAL SERVICES OFFICE	376,455	398,740	221,945	-41.04%
DEVELOPMENT SERVICES	1,792,197	1,755,255	2,048,344	14.29%
ADMINISTRATION	1,621,261	1,459,885	1,036,359	-36.08%
MUNICIPAL COURT	187,390	189,188	234,851	25.33%
FIRE AND EMS	2,651,582	2,651,582	3,056,073	15.25%
STREETS	1,201,785	1,199,253	1,270,769	5.74%
POLICE	2,731,704	2,666,947	3,265,614	19.54%
PARKS	964,407	945,968	1,053,734	9.26%
MARKETING	346,029	340,529	390,728	12.92%
ENGINEERING	916,292	933,108	1,111,301	21.28%
HUMAN RESOURCES	-	-	274,835	100.00%
ADDITIONAL PROPOSED PAYROLL COSTS	-		190,460	
TOTAL DEPARTMENTAL EXPENDITURES	13,270,083	13,153,098	16,358,411	23.27%

REVENUE OVER (UNDER) EXPENDITURES	1,297,261	1,864,447	(0)
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a Estimated cost of changes in healthcare plan \$175,000 and additional increase for employees with annual salary below \$40K \$15,460

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019

102-GENERAL FUND
GIS

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	62,250	62,249	93,081	49.53%
TOTAL LEGAL & PROFESSIONAL EXP	-	-	-	0.00%
TOTAL MATERIALS & SUPPLIES	4,500	26,880	30,300	573.33%
TOTAL MAINTENANCE EXPENSE	-	-	5,000	0.00%
TOTAL UTILITY EXPENSE	700	-	-	-100.00%
TOTAL MISCELLANEOUS EXPENSE	-	-	2,900	100.00%
TOTAL GIS	67,450	89,129	131,281	94.63%

This department's budget was included in the FY 2018 Development Services department budget.
A new department was created at mid-year and a budget entered.

102-GENERAL FUND
FACILITIES

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	63,641	63,641	80,479	26.46%
TOTAL LEGAL & PROFESSIONAL EXP	-	-	125,400	100.00%
TOTAL MATERIALS & SUPPLIES	1,500	30,500	21,000	1300.00%
TOTAL MAINTENANCE EXPENSE	3,250	3,250	3,500	7.69%
TOTAL UTILITY EXPENSE	-	800	16,775	0.00%
TOTAL MISCELLANEOUS EXPENSE	60	60	46,000	76566.67%
TOTAL FACILITIES MAINTENANCE	68,451	98,251	293,154	328.27%

This department's budget was included in the FY 2018 Administration department budget.
A new department was created at mid-year and a budget entered.

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

**102-GENERAL FUND
INFORMATION TECHNOLOGY**

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	76,112	76,112	314,505	313.21%
TOTAL LEGAL & PROFESSIONAL EXP	-	12,000	10,000	100.00%
TOTAL MATERIALS & SUPPLIES	5,050	72,250	14,000	177.23%
TOTAL MAINTENANCE EXPENSE	-	600	260,000	100.00%
TOTAL UTILITY EXPENSE	-	3,600	3,160	100.00%
TOTAL MISCELLANEOUS EXPENSE	-	1,500	250	100.00%
TOTAL INFORMATION TECHNOLOGY	81,162	166,062	601,915	641.62%

This department's budget was included in the FY 2018 Administration department budget.
A new department was created at mid-year and a budget entered.

**102-GENERAL FUND
FINANCE**

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	-	-	557,127	100.00%
TOTAL LEGAL & PROFESSIONAL EXP	-	-	44,500	100.00%
TOTAL MATERIALS & SUPPLIES	-	-	13,956	100.00%
TOTAL MAINTENANCE EXPENSE	-	-	-	100.00%
TOTAL UTILITY EXPENSE	-	-	6,100	100.00%
TOTAL MISCELLANEOUS EXPENSE	-	-	280,214	0.00%
TOTAL	-	-	901,897	0.00%

Finance Department is included in the Administration Department's budget during FY 2018.
This is a new department for FY 2019

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019

102-GENERAL FUND
LIBRARY

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	202,252	201,658	228,203	12.83%
TOTAL MATERIALS & SUPPLIES	12,128	10,788	9,070	-25.21%
TOTAL MAINTENANCE EXPENSE	9,000	8,000	-	-100.00%
TOTAL UTILITY EXPENSE	10,210	9,026	5,676	-44.41%
TOTAL MISCELLANEOUS EXPENSE	30,329	29,729	32,201	6.17%
TOTAL LIBRARY	263,919	259,201	275,150	4.26%

102-GENERAL FUND
GENERAL SERVICES OFFICE

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	268,535	303,915	170,045	-36.68%
TOTAL LEGAL & PROFESSIONAL EXP	37,500	32,330	7,200	-80.80%
TOTAL MATERIALS & SUPPLIES	13,365	13,665	10,250	-23.31%
TOTAL MAINTENANCE EXPENSE	12,500	12,500	-	-100.00%
TOTAL UTILITY EXPENSE	13,300	8,700	6,150	-53.76%
TOTAL MISCELLANEOUS EXPENSE	31,255	27,630	28,300	-9.45%
TOTAL GENERAL SERVICES OFFICE	376,455	398,740	221,945	-41.04%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019

102-GENERAL FUND
DEVELOPMENT SERVICES

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
TOTAL PAYROLL EXPENSE	1,105,323	1,124,031	1,551,844	40.40%
TOTAL LEGAL & PROFESSIONAL EXP	412,000	362,000	270,000	-34.47%
TOTAL MATERIALS & SUPPLIES	61,350	65,850	38,700	-36.92%
TOTAL MAINTENANCE EXPENSE	59,000	54,500	26,000	-55.93%
TOTAL UTILITY EXPENSE	41,400	38,500	35,500	-14.25%
TOTAL MISCELLANEOUS EXPENSE	113,124	110,374	126,300	11.65%
TOTAL DEVELOPMENT SVCS	1,792,197	1,755,255	2,048,344	14.29%

102-GENERAL FUND
ADMINISTRATION

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
TOTAL PAYROLL EXPENSE	885,733	882,734	661,232	-25.35%
TOTAL LEGAL & PROFESSIONAL EXP	208,200	207,387	185,000	-11.14%
TOTAL MATERIALS & SUPPLIES	16,681	22,080	20,200	21.10%
TOTAL MAINTENANCE EXPENSE	34,450	31,950	5,000	-85.49%
TOTAL UTILITY EXPENSE	28,100	29,400	22,200	-21.00%
TOTAL MISCELLANEOUS EXPENSE	448,097	286,334	142,727	-68.15%
TOTAL	1,621,261	1,459,885	1,036,359	-36.08%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

MUNICIPAL COURT

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	113,962	120,611	151,340	32.80%
TOTAL LEGAL & PROFESSIONAL EXP	33,600	33,600	35,280	5.00%
TOTAL MATERIALS & SUPPLIES	15,738	7,338	17,750	12.78%
TOTAL MAINTENANCE EXPENSE	9,500	9,500	-	-100.00%
TOTAL UTILITY EXPENSE	6,881	6,581	4,031	-41.42%
TOTAL MISCELLANEOUS EXPENSE	7,709	11,558	26,450	243.11%
TOTAL MUNICIPAL COURT	187,390	189,188	234,851	25.33%

**102-GENERAL FUND
FIRE & EMS**

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	2,132,564	2,132,564	2,519,182	18.13%
TOTAL LEGAL & PROFESSIONAL EXP	37,000	37,000	54,000	45.95%
TOTAL MATERIALS & SUPPLIES	93,894	93,894	131,150	39.68%
TOTAL MAINTENANCE EXPENSE	165,799	165,799	145,500	-12.24%
TOTAL UTILITY EXPENSE	69,762	69,762	41,500	-40.51%
TOTAL MISCELLANEOUS EXPENSE	152,563	152,563	164,741	7.98%
TOTAL FIRE & EMS	2,651,582	2,651,582	3,056,073	15.25%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

**102-GENERAL FUND
STREETS**

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	522,440	502,625	523,157	0.14%
TOTAL LEGAL & PROFESSIONAL EXP	260,100	260,100	375,100	44.21%
TOTAL MATERIALS & SUPPLIES	42,760	79,365	44,500	4.07%
TOTAL MAINTENANCE EXPENSE	90,000	93,000	49,000	-45.56%
TOTAL UTILITY EXPENSE	173,100	148,800	155,600	-10.11%
TOTAL MISCELLANEOUS EXPENSE	113,385	115,363	123,412	8.84%
TOTAL STREETS	1,201,785	1,199,253	1,270,769	5.74%

**102-GENERAL FUND
POLICE**

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	2,013,618	1,994,428	2,525,255	25.41%
TOTAL LEGAL & PROFESSIONAL EXP	99,114	99,114	101,613	2.52%
TOTAL MATERIALS & SUPPLIES	81,635	75,835	102,000	24.95%
TOTAL MAINTENANCE EXPENSE	226,122	186,490	141,332	-37.50%
TOTAL UTILITY EXPENSE	33,750	37,350	25,150	-25.48%
TOTAL MISCELLANEOUS EXPENSE	277,465	273,730	370,264	33.45%
TOTAL POLICE	2,731,704	2,666,947	3,265,614	19.54%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019

102-GENERAL FUND
PARKS & RECREATION

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
TOTAL PAYROLL EXPENSE	475,607	475,107	569,234	19.69%
TOTAL LEGAL & PROFESSIONAL EXP	90,000	90,000	120,000	33.33%
TOTAL MATERIALS & SUPPLIES	105,700	85,550	88,950	-15.85%
TOTAL MAINTENANCE EXPENSE	62,600	55,100	60,000	-4.15%
TOTAL UTILITY EXPENSE	32,500	33,500	5,000	-84.62%
TOTAL MISCELLANEOUS EXPENSE	198,000	206,711	210,550	6.34%
TOTAL PARKS & RECREATION	964,407	945,968	1,053,734	9.26%

102-GENERAL FUND
MARKETING

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
TOTAL PAYROLL EXPENSE	175,871	175,871	179,278	2%
TOTAL MATERIALS & SUPPLIES	3,250	3,000	3,750	15%
TOTAL MAINTENANCE EXPENSE	800	800	0	-100%
TOTAL UTILITY EXPENSE	2,175	1,925	1,550	-29%
TOTAL MISCELLANEOUS EXPENSE	163,933	158,933	206,150	26%
TOTAL MARKETING	346,029	340,529	390,728	13%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

102-GENERAL FUND

ENGINEERING

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	620,920	669,448	807,369	30.03%
TOTAL LEGAL & PROFESSIONAL EXP	152,880	173,000	207,000	35.40%
TOTAL MATERIALS & SUPPLIES	13,980	11,502	12,000	-14.16%
TOTAL MAINTENANCE EXPENSE	48,620	26,612	32,040	-34.10%
TOTAL UTILITY EXPENSE	29,880	17,359	13,820	-53.75%
TOTAL MISCELLANEOUS EXPENSE	50,012	35,187	39,072	-21.87%
TOTAL ENGINEERING	916,292	933,108	1,111,301	21.28%

**102-GENERAL FUND
HUMAN RESOURCES**

< Included in the General Services Office Department's budget >>

EXPENDITURES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	-	-	198,741	100.00%
TOTAL LEGAL & PROFESSIONAL EXP	-	-	-	100.00%
TOTAL MATERIALS & SUPPLIES	-	-	12,000	100.00%
TOTAL MAINTENANCE EXPENSE	-	-	1,000	100.00%
TOTAL UTILITY EXPENSE	-	-	3,330	100.00%
TOTAL MISCELLANEOUS EXPENSE	-	-	59,764	100.00%
TOTAL	-	-	274,835	100.00%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

WATER AND WASTEWATER FUND

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

WATER & WASTEWATER FUND SUMMARY

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
REVENUES				
TOTAL FINES & FEES	1,868,860	1,871,535	2,097,325	12%
TOTAL INTEREST INCOME	190,850	255,173	243,750	28%
TOTAL SALES	8,388,419	9,044,020	9,521,997	14%
TOTAL MISCELLANEOUS REVENUE	466,792	487,441	511,722	10%
TOTAL WATER/WASTEWATER REVENUE	10,914,921	11,658,169	12,374,794	13%

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENSES				
WATER DEPARTMENT	4,160,937	4,275,050	5,181,803	25%
WASTEWATER DEPARTMENT	1,986,173	1,717,382	2,084,614	5%
TRASH AND RECYCLING	583,234	583,234	690,775	18%
UTILITY BILLING DEPARTMENT	292,259	290,185	310,337	6%
WATER DEBT SERVICE DEPARTMENT	1,313,363	1,313,363	1,319,471	0%
WASTEWATER DEBT SERVICE DEPARTMENT	2,089,995	2,089,995	2,094,365	0%
NON-DEPARTMENTAL	527,000	527,000	603,000	14%
ADDITIONAL PROPOSED PAYROLL COSTS			90,430	
TOTAL DEPARTMENTAL EXPENSES	10,952,960	10,796,208	12,374,794	13%

REVENUE OVER (UNDER) EXPENSES	(38,039)	861,960	0
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- a Estimated cost of changes in healthcare plan \$75,000 and additional increase for employees with annual salary below \$40K \$15,430

CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019

202-WATER AND WASTEWATER FUND
WATER DEPARTMENT

EXPENSES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENSES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	735,142	734,092	877,806	19%
TOTAL LEGAL & PROFESSIONAL EXP	50,100	30,000	30,000	-40%
TOTAL MATERIALS & SUPPLIES	659,000	643,900	722,000	10%
TOTAL MAINTENANCE EXPENSE	140,500	118,500	130,500	-7%
TOTAL UTILITY EXPENSE	227,499	226,499	227,500	0%
TOTAL MISCELLANEOUS EXPENSE	2,348,696	2,522,059	3,193,997	36%
TOTAL WATER	4,160,937	4,275,050	5,181,803	25%

202-WATER AND WASTEWATER FUND
WASTEWATER EXPENSES

EXPENSES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENSES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	415,767	409,582	456,577	10%
TOTAL LEGAL & PROFESSIONAL EXP	195,000	195,000	10,000	-1850%
TOTAL MATERIALS & SUPPLIES	125,500	114,100	121,100	-4%
TOTAL MAINTENANCE EXPENSE	157,500	73,500	141,500	-10%
TOTAL UTILITY EXPENSE	76,000	73,000	76,000	0%
TOTAL MISCELLANEOUS EXPENSE	1,016,406	852,200	1,279,437	26%
TOTAL WASTEWATER EXPENSES	1,986,173	1,717,382	2,084,614	5%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

**202-WATER AND WASTEWATER FUND
TRASH AND RECYCLING**

EXPENSES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENSES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL TRASH AND RECYCLING EXPENSE	583,234	583,234	690,775	18%
TOTAL	583,234	583,234	690,775	18%

**202-WATER AND WASTEWATER FUND
UTILITY BILLING DEPARTMENT**

EXPENSES	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENSES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL PAYROLL EXPENSE	186,584	182,634	162,367	-13%
TOTAL LEGAL & PROFESSIONAL EXP	-	-	-	
TOTAL MATERIALS & SUPPLIES	9,700	8,810	11,290	16%
TOTAL MAINTENANCE EXPENSE	15,000	11,500	-	-100%
TOTAL UTILITY EXPENSE	16,350	16,550	13,140	-20%
TOTAL MISCELLANEOUS EXPENSE	64,625	70,691	123,540	91%
TOTAL UTILITY BILLING	292,259	290,185	310,337	6%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019

202-WATER AND WASTEWATER FUND
NON - DEPARTMENTAL

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENSES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TRANSFERS OUT				
FROM WATER				
TOTAL NON-DEPARTMENTAL	527,000	527,000	603,000	14%
TOTAL	527,000	527,000	603,000	14%

202-WATER AND WASTEWATER FUND

DEBT SERVICE-WATER 501

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENSES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENSE				
TOTAL WATER DEBT SERVICE	1,313,363	1,313,363	1,319,471	-0.57%

DEBT SERVICE- WASTEWATER 502

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENSES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENSE				
TOTAL WASTEWATER DEBT SERVICE	2,089,995	2,089,995	2,094,365	0.21%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

DEBT SERVICE FUND

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

**103-I & S FUND
DEBT SERVICE**

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
REVENUE				
TOTAL TAXES	2,451,511	2,451,511	3,360,240	37.07%
TOTAL CONTRIBUTIONS	-	-	200,000	0.00%
TOTAL INTEREST	20,000	20,000	25,000	25.00%
TOTAL MISCELLANEOUS REVENUE	154,690	154,690	-	-100.00%
TOTAL TRANSFERS	-	-	-	0.00%
TOTAL REVENUE	\$ 2,626,201	\$ 2,626,201	\$ 3,585,240	36.52%

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
TOTAL EXPENDITURES	\$ 2,344,127	\$ 2,344,127	\$ 3,288,122	40.27%
REVENUE OVER/(UNDER) EXPENDITURES	\$ 282,074	\$ 282,074	\$ 297,118	

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

MAIN STREET FUND

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

**112-MAIN STREET FUND
REVENUES**

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL MAIN STREET REVENUES	67,810	66,150	92,150	35.89%

EXPENDITURES

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
TOTAL MAIN STREET EXPENDITURES	66,085	63,848	92,150	39.44%
REVENUES OVER (UNDER) EXPENDITURES	1,725	2,302	-	(0)

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

**112-MAIN STREET FUND
REVENUES**

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
MAIN STREET REVENUES				
TOTAL CONTRIBUTIONS/DONATIONS	67,750	66,000	67,000	-1.11%
TOTAL INTEREST REVENUES	60	150	150	150.00%
TOTAL TRANSFERS IN	-	-	25,000	100.00%
TOTAL MAIN STREET REVENUES	67,810	66,150	92,150	35.89%

**112-MAIN STREET FUND
EXPENDITURES**

FY 2018-2019

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
MAIN STREET EXPENDITURES				
TOTAL PAYROLL EXPENSE	3,500	1,900	3,585	2.43%
TOTAL MATERIALS & SUPPLIES	1,750	1,708	1,750	0.00%
TOTAL MAINTENANCE EXPENSE	2,500	1,500	215	-91.40%
TOTAL UTILITY EXPENSE	2,750	3,650	2,700	-1.82%
TOTAL MISCELLANEOUS EXPENSE	55,585	55,090	83,900	50.94%
TOTAL MAIN STREET EXPENDITURES	66,085	63,848	92,150	39.44%

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

OTHER GOVERNMENTAL FUNDS

City of Celina Annual Budget

FY 2019

Major Equipment Replacement Fund

113

Revenues	FY 2018 Budget	FY 2018 Projected	FY 2019 Budget	FY 2019 Budget/Projected \$ Change	FY 2019 Budget/Projected % Change
Transfers In from GF	\$ 544,945	\$ 544,945	\$ 566,097	\$ 21,152	4%
Transfers In from Water/Sewer	226,834	226,834	260,231	\$ 33,397	15%
Interest Income	6,900	8,500	8,500	\$ -	0%
Fire and Police Fees					
Sale of Fixed Assets				\$ -	
Total Revenues	\$ 778,679	\$ 780,279	\$ 834,828	\$ 54,549	7%

Expenditures	FY 2018 Budget	FY 2018 Projected	FY 2019 Budget	FY 2019 Budget/Projected \$ Change	FY 2019 Budget/Projected % Change
Police Equip/Vehicles	\$ 83,660	\$ 83,660	\$ 290,000	\$ 206,340	247%
Fire Equipment		-	-	\$ -	0%
Parks Equipment	-	-	118,000	\$ 118,000	100%
Streets Equipment/Vehicles	85,000	85,000	35,000	\$ (50,000)	-59%
Facilities-Roof Repairs	183,215	183,215	-	\$ (183,215)	-100%
Water	160,000	174,000	55,000	\$ (119,000)	-68%
Wastewater	80,000	80,000	280,000	\$ 200,000	250%
Other Expenses					
Total Expenditures	\$ 591,875	\$ 605,875	\$ 778,000	\$ 172,125	28%
Revenues less Expenditures	\$ 186,804	\$ 174,404	\$ 56,828		
Beginning Fund Balance	810,927	810,927	985,331		
Other Financing Sources (Uses)					
Ending Fund Balance	\$ 997,731	\$ 985,331	\$ 1,042,159		

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:**FY 2019**

PARKS DEPT-TOP DRESSER	\$ 28,000
PARKS-VAC AND VERDICUTTER	\$ 40,000
PARKS-7 GANG	\$ 5,000
PARKS-7 GANG PULL BEHIND	\$ 45,000
STREETS-FORD F150 EC	\$ 35,000
POLICE-3 CHEVY TAHOES	\$ 217,500
POLICE-1 FORD INTERCEPTOR	\$ 72,500
WATER-CHEVY C2500	\$ 55,000
WW-JOHN DEERE BACKHOE	\$ 125,000
WW-CHEVY C1500	\$ 30,000
WW-PIPEHUNTER JETTER	\$ 125,000

Total-All Departments **\$ 778,000**

**or equivalent vehicle*

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

City of Celina Annual Budget

FY 2019

Capital Acquisition Fund

120

Revenues	FY 2018 Budget	FY 2018 Projected	FY 2019 Budget	FY 2019 Budget/Projected \$ Change	FY 2019 Budget/Projected % Change
Transfers In from GF					

Interest Income	30,000	30,000	15,000	(15,000)	-50.00%
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Total Revenues	\$ 30,000	\$ 30,000	\$ 15,000		
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Expenditures	FY 2018 Budget	FY 2018 Projected	FY 2019 Budget	Budget/Projected \$ Change	Budget/Projected % Change
Equipment	\$ 265,000	\$ 265,000	\$ 33,000	\$ (232,000)	-87.55%
Vehicles	666,320	666,320	468,750	\$ (197,570)	-29.65%
Other Capital Outlay	614,000	614,000	16,000	\$ (598,000)	-97.39%

Total Expenditures	\$ 1,545,320	\$ 1,545,320	\$ 517,750		
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Revenues less Expenditures	\$ (1,515,320)	\$ (1,515,320)	\$ (502,750)		
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Beginning Fund Balance	\$ 2,924,747	\$ 2,924,747	\$ 1,409,427		
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Other Financing Sources (Uses)

Ending Fund Balance	\$ 1,409,427	\$ 1,409,427	\$ 906,677		
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Major Budget Items: FY 2019

a. 4 NEW VEHICLES FOR DEVELOPMENT SERVICES (4 FTEs)	\$ 136,000
b. BUNKER GEAR FOR 6 NEW FIREFIGHTERS	\$ 33,000
c. 2018 FORD F-150 FOR FIRE DEPT	\$ 45,250
d. FUEL TRAILER FOR STREETS	\$ 15,000
e. MATERIAL BIN COVER FOR STREETS DEPT	\$ 16,000
f. CID NEW VEHICLE-POLICE	\$ 55,000
g. 3 NEW POLICE VEHICLES FOR 6 OFFICERS	\$ 217,500
	\$ 517,750

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

123 INTEGRITY FUND

****NEW FUND****

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
REVENUE				
TOTAL MISCELLANEOUS REVENUE	-	-	88,000	100.00%
TOTAL INTEREST	-	-	1,000	100.00%
TOTAL REVENUE	-	-	89,000	100.00%

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
MISCELLANEOUS EXPENSE	-	-	-	0.00%
TOTAL EXPENDITURES	-	-	-	0.00%

The Integrity Fund is a new fund created during FY 2019. It is funded with revenues from water tower leases.

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

207- SPECIAL ASSESSMENT REVENUE FUND

	FY 2018 AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
REVENUE				
TOTAL REVENUE	557,675	555,675	556,220	-0.26%

	FY 2018 AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
TOTAL TRANSFERS OUT	555,175	555,175	553,720	-0.26%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	\$ 2,500		\$ 2,500	

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

CAPITAL IMPROVEMENT PROJECTS

City of Celina Annual Budget

CIP BUDGET SUMMARY

FUND #	105	106	107	108	109	111
Budget FY 18-19	Fire Improvement	Street Construction	Roadway Impact Fees	Park Construction	Park Fees	Facilities Improvement
BEGINNING BALANCE, 10/1/2018	\$ 7,785,970	\$ 7,539,653	\$ 518,362	\$ 416,730	\$ 1,274,992	\$ 8,179,094
REVENUES						
Bond Sale Proceeds						
Contributions & Other Fees						
Interest Income	12,000	70,000	-	\$ 1,500	40,000	40,000
Intergovernmental Transfers				\$ 100,000		
TOTAL REVENUES	\$ 12,000	\$ 70,000	\$ -	\$ 101,500	\$ 40,000	\$ 40,000
EXPENDITURES						
Project Appropriations	7,561,555	6,761,660	-	\$ 500,000	-	7,805,000
Transfers						
Other CIP Costs						
TOTAL EXPENDITURES	\$ 7,561,555	\$ 6,761,660	\$ -	\$ 500,000	\$ -	\$ 7,805,000
ENDING BALANCE, 9/30/2019	\$ 236,415	\$ 847,993	\$ 518,362	\$ 18,230	\$ 1,314,992	\$ 414,094

CIP BUDGET SUMMARY

FUND #	121	205	206	208	209	210	
Budget FY 18-19	Road Capital Recovery Fund	Utility Construction	Utility Impact Fee	Stormwater Drainage Fee	Water Capital Recovery Fund	Sewer Capital Recovery Fund	Total
BEGINNING BALANCE, 10/1/2018	\$ 251,750	37,482,824	\$ 1,990,586	337,891	186,000	201,000	66,164,852
REVENUES							
Bond Sale Proceeds							
Contributions & Other Fees				395,000			395,000
Interest Income	-	180,000	\$ 44,000	1,000	-	-	388,500
Intergovernmental Transfers		-					100,000
TOTAL REVENUES	\$ -	\$ 180,000	\$ 44,000	396,000	-	-	883,500
EXPENDITURES							
Project Appropriations	-	30,000,000		112,077	-	-	\$ 52,740,292
Transfers							
Other CIP Costs							
TOTAL EXPENDITURES	\$ -	\$ 30,000,000	\$ -	\$ 112,077	\$ -	\$ -	\$ 52,740,292
ENDING BALANCE, 9/30/2019	\$ 251,750	\$ 7,662,824	\$ 2,034,586	\$ 621,814	\$ 186,000	\$ 201,000	\$ 14,308,060

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

City of Celina Annual Budget

FY 2019

FIRE IMPROVEMENT FUND

105

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Bond Sale Proceeds	\$ 1,676,000	835,000		7,500,000	-
Developer Contributions					
Interest Income	\$ 329	\$ 14,395	\$ 13,000	9,000	12,000
Other Income		\$ 595,432			
Transfers					
TOTAL REVENUES	\$ 1,676,329	\$ 1,444,827	\$ 13,000	\$7,509,000	\$ 12,000
EXPENSES					
Project Appropriations	\$ 1,283,043	873,143	\$ 743,000	688,000	\$ 7,561,555
Transfers					
Other CIP Costs					
TOTAL EXPENDITURES	\$ 1,283,043	\$ 873,143	\$ 743,000	\$ 688,000	\$ 7,561,555
NET INCOME	\$ 393,286	\$ 571,684	\$ (730,000)	\$6,821,000	\$(7,549,555)
BEGINNING FUND BALANCE	\$ -	\$ 393,286	\$ 964,970	\$ 964,970	\$ 7,785,970
ADJUSTMENTS					
ENDING FUND BALANCE	\$ 393,286	\$ 964,970	\$ 234,970	\$7,785,970	\$ 236,415

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 2019 Project Appropriations are current projects that are continuing on from FY 2018. 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.

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

STREET CONSTRUCTION FUND

106

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Bond Sale Proceeds	\$ 977,002	\$ 2,420,000		6,219,060	
Roadway Fees					
Interest Income	39,425	\$ 46,234	\$ 65,000	70,000	70,000
Other Income	145,950				
Transfers	292,000			912,351	
TOTAL REVENUES	\$ 1,454,377	\$ 2,466,234	\$ 65,000	\$ 7,201,411	\$ 70,000
EXPENSES					
Project Appropriations	2,038,560	1,827,998	650,000	1,205,078	6,761,660
Transfers					
Other CIP Costs				4,354,177	
TOTAL EXPENDITURES	\$ 2,038,560	\$ 1,827,998	\$ 650,000	\$ 5,559,255	\$ 6,761,660
NET INCOME	(584,183)	638,236	(585,000)	1,642,156	(6,691,660)
BEGINNING FUND BALANCE	\$ 5,843,444	\$ 5,259,261	\$ 5,897,497	5,897,497	7,539,653
ADJUSTMENTS					
ENDING FUND BALANCE	\$ 5,259,261	\$ 5,897,497	\$ 5,312,497	\$ 7,539,653	\$ 847,993

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 2019 Project Appropriations are current projects that are continuing on from FY 2018. 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 FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Contributions/Impact Fees	24,757	262,901	400,000	400,000	-
Interest Income		1,024	3,600	3,600	
Transfers					
TOTAL REVENUES	\$ 24,757	\$ 263,925	\$ 403,600	\$ 403,600	\$ -
EXPENSES					
Project Appropriations	-	80,920	40,000	93,000	-
TOTAL EXPENDITURES	\$ -	\$ 80,920	\$ 40,000	\$ 93,000	\$ -
NET INCOME	\$ 24,757	\$ 183,005	\$ 363,600	\$ 310,600	\$ -
BEGINNING FUND BALANCE	\$ -	\$ 24,757	\$ 207,762	\$ 207,762	\$ 518,362
ADJUSTMENTS					
ENDING FUND BALANCE	\$ 24,757	\$ 207,762	\$ 571,362	\$ 518,362	\$ 518,362

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 FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Bond Sale Proceeds		\$ 475,000		-	
Developer Contributions					
Interest Income		\$ 290	\$ 2,500	2,300	1,500
Intergovernmental Transfers					100,000
TOTAL REVENUES	\$ -	\$ 475,290	\$ 2,500	\$ 2,300	\$ 101,500
EXPENSES					
Project Appropriations		63,360	-	-	500,000
Transfers					
Other CIP Costs					
TOTAL EXPENDITURES	\$ -	\$ 63,360	\$ -	\$ -	\$ 500,000
NET INCOME	-	411,930	2,500	2,300	(398,500)
BEGINNING FUND BALANCE	\$ -	\$ -	\$ 411,930	\$ 414,430	\$ 416,730
ADJUSTMENTS					
ENDING FUND BALANCE	\$ -	\$ 411,930	\$ 414,430	\$ 416,730	\$ 18,230

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.

PARK FEES FUND**109**

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Bond Sale Proceeds	-				
Developer Contributions	2,008,809	1,011,625	800,000	1,260,000	-
Interest Income	13,871	30,095	40,000	48,000	40,000
Intergovernmental	500,000				
Transfers					
TOTAL REVENUES	\$ 2,522,680	\$ 1,041,720	\$ 840,000	\$ 1,308,000	\$ 40,000
EXPENSES					
Project Appropriations	2,326,875				
Transfers				886,533	
Other CIP Costs		\$ 230,000	\$ 108,000	154,000	
TOTAL EXPENDITURES	\$ 2,326,875	\$ 230,000	\$ 108,000	\$ 1,040,533	\$ -
NET INCOME	195,805	811,720	732,000	267,467	40,000
BEGINNING FUND BALANCE	\$ -	\$ 195,805	\$ 1,007,525	\$ 1,007,525	\$ 1,274,992
ADJUSTMENTS					
ENDING FUND BALANCE	\$ 195,805	\$ 1,007,525	\$ 1,739,525	\$ 1,274,992	\$ 1,314,992

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 FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Bond Sale Proceeds	1,856,998	658,000	-	7,555,000	
Interest Income	4,022	4,648	8,500	3,500	40,000
Intergovernmental Transfers			\$ -		
TOTAL REVENUES	\$ 1,861,020	\$ 662,648	\$ 8,500	\$ 7,558,500	\$ 40,000
EXPENSES					
Project Appropriations	2,292,850	400,663	575,000	188,000	7,805,000
Transfers	199,978				
Other CIP Costs					
TOTAL EXPENDITURES	\$ 2,492,828	\$ 400,663	\$ 575,000	\$ 188,000	\$ 7,805,000
NET INCOME	(631,808)	261,985	(566,500)	7,370,500	(7,765,000)
BEGINNING FUND BALANCE	\$ 1,178,417	\$ 546,609	\$ 808,594	808,594	8,179,094
ADJUSTMENTS					
ENDING FUND BALANCE	\$ 546,609	\$ 808,594	\$ 242,094	8,179,094	414,094

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 2019 Project Appropriations are current projects that are continuing on from FY 2018. 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.

ROAD CAPITAL RECOVERY FUND

121

STATEMENT OF REVENUES AND EXPENDITURES	***NEW FUND***				
	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Fees			125,000	277,000	
Interest Income			200	750	
Intergovernmental Transfers					
TOTAL REVENUES	\$ -	\$ -	\$ 125,200	\$ 277,750	\$ -
EXPENSES					
Project Appropriations			-		
Transfers					
Other CIP Costs				26,000	
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 26,000	\$ -
NET INCOME	-	-	125,200	251,750	-
BEGINNING FUND BALANCE		\$ -	\$ -	-	251,750
ADJUSTMENTS					
ENDING FUND BALANCE	\$ -	\$ -	\$ 125,200	251,750	251,750

The Road Capital Recovery Fund was created mid-year FY 2018. The fund is for the accounting of fees collected by the City through developer agreements for use in City road infrastructure improvements.

This fund has no staffing at this time.

The City takes a conservative approach and does not budget for Road Capital Recovery Fees. At mid year, the City may amend the budget and Fund 121 fees are budgeted at that time.

UTILITY CONSTRUCTION FUND

205

INCOME STATEMENT	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Bond Sale Proceeds	\$ 22,177,441	\$ 5,241,086		\$ 34,795,000	
Misc Income	1,466	379,687			
Interest Income*			70,000	70,000	180,000
Intergovernmental	-	-	275,000	275,000	
Transfers from Other Funds	-				
TOTAL REVENUES	22,178,907	\$ 5,620,773	\$ 345,000	35,140,000	180,000
EXPENSES					
Project Appropriations	11,341,902	8,009,136	11,017,500	8,000,000	30,000,000
Transfers	2,054,747				
Other CIP Costs	-				
TOTAL EXPENSES	13,396,649	\$ 8,009,136	\$ 11,017,500	\$ 8,000,000	\$ 30,000,000
NET INCOME	8,782,258	(2,388,363)	(10,672,500)	27,140,000	(29,820,000)
BEGINNING CASH & INVESTMENTS	3,948,929	\$ 12,731,187	\$ 10,342,824	\$ 10,342,824	\$ 37,482,824
ADJUSTMENTS					
ENDING CASH & INVESTMENTS	12,731,187	10,342,824	(329,676)	37,482,824	7,662,824

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 2019 Project Appropriations are current projects that are continuing on from FY 2018. 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.

The City anticipates issuing Certificates of Obligation during FY 2018

UTILITY IMPACT FEES

206

	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
INCOME STATEMENT					
REVENUES					
Developer Contributions	800,100				
Impact Fees	1,366,400	2,244,287	820,000	1,500,000	-
Interest Income	11,960	30,653	32,000	61,000	44,000
Intergovernmental					
Transfers	\$ 509,978				
TOTAL REVENUES	\$ 2,688,438	\$ 2,274,940	\$ 852,000	\$ 1,561,000	\$ 44,000
EXPENSES					
Project Appropriations					
Transfers					
Other CIP Costs	2,029,671	2,286,900	950,000	1,506,000	-
TOTAL EXPENSES	\$ 2,029,671	\$ 2,286,900	\$ 950,000	\$ 1,506,000	\$ -
NET INCOME	658,767	(11,960)	(98,000)	55,000	44,000
BEGINNING CASH & INVESTMENTS	\$ 1,288,779	\$ 1,947,546	\$ 1,935,586	\$ 1,935,586	\$ 1,990,586
ADJUSTMENTS					
ENDING CASH & INVESTMENTS	\$ 1,947,546	\$ 1,935,586	\$ 1,837,586	\$ 1,990,586	\$ 2,034,586

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. At mid year, the City may amend the budget and impact fees budgeted at that time. The Utility Impact Fees Fund is included in the Water/Sewer Fund financials section of the CAFR.

STORMWATER DRAINAGE FEES**208**

STATEMENT OF REVENUES AND EXPENDITURES	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Stormwater Fees	126,978	327,226	375,000	390,000	395,000
Interest Income	220	748	700	1,000	1,000
Intergovernmental Transfers					
TOTAL REVENUES	\$ 127,198	\$ 327,974	\$ 375,700	\$ 391,000	\$ 396,000
EXPENDITURES					
Project Appropriations	8,370	269,188	350,000	230,000	112,077
Transfers					
Other CIP Costs	723				
TOTAL EXPENDITURES	\$ 9,093	\$ 269,188	\$ 350,000	\$ 230,000	\$ 112,077
NET INCOME	118,105	58,786	25,700	161,000	283,923
BEGINNING FUND BALANCE	-	118,105	176,891	176,891	337,891
ADJUSTMENTS					
ENDING FUND BALANCE	\$ 118,105	\$ 176,891	\$ 202,591	337,891	621,814

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 drainage projects.

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

WATER CAPITAL RECOVERY FUND**209**

INCOME STATEMENT	***NEW FUND***				
	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Fees			250,000	185,000	
Interest Income			250	1,000	
Intergovernmental Transfers					
TOTAL REVENUES	\$ -	\$ -	\$ 250,250	\$ 186,000	\$ -
EXPENSES					
Project Appropriations					
Transfers					
Other CIP Costs					-
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
NET INCOME	-	-	250,250	186,000	-
BEGINNING CASH & INVESTMENTS		\$ -	\$ -	\$ -	\$ 186,000
ADJUSTMENTS					
ENDING CASH & INVESTMENTS	\$ -	\$ -	\$ 250,250	\$ 186,000	\$ 186,000

The Water Capital Recovery Fund was created mid-year FY 2018. The fund is for the accounting of fees collected by the City through developer agreements for use in City water infrastructure improvements.

This fund has no staffing at this time.

The City takes a conservative approach and does not budget for Water Capital Recovery Fees. At mid year, the City may amend the budget and Fund 209 fees are budgeted at that time.

SEWER CAPITAL RECOVERY FUND**210**

INCOME STATEMENT	***NEW FUND***				
	Actual FY15-16	Actual FY16-17	Budget FY17-18	EOY Estimate FY17-18	Budget FY18-19
REVENUES					
Fees			225,000	200,000	
Interest Income			260	1,000	
Intergovernmental					
Transfers					
TOTAL REVENUES	\$ -	\$ -	\$ 225,260	\$ 201,000	\$ -
EXPENSES					
Project Appropriations					
Transfers					
Other CIP Costs					-
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
NET INCOME	-	-	225,260	201,000	-
BEGINNING CASH & INVESTMENTS		\$ -	\$ -	\$ -	\$ 201,000
ADJUSTMENTS					
ENDING CASH & INVESTMENTS	\$ -	\$ -	\$ 225,260	\$ 201,000	\$ 201,000

The Sewer Capital Recovery Fund was created mid-year FY 2018. The fund is for the accounting of fees collected by the City through developer agreements for use in City sewer infrastructure improvements.

This fund has no staffing at this time.

The City takes a conservative approach and does not budget for Sewer Capital Recovery Fees. At mid year, the City may amend the budget and Fund 210 fees are budgeted at that time.

COMPONENT UNITS

CEDC and CCDC

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

CELINA ECONOMIC DEVELOPMENT CORPORATION

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
REVENUE				
SALES TAX	500,000	578,892	602,500	20.50%
OTHER REVENUES		-		
TOTAL MISCELLANEOUS REVENUE	500,000	578,892	602,500	20.50%
INTEREST	1,950	8,000	5,000	156.41%
TOTAL INTEREST	1,950	8,000	5,000	156.41%
TOTAL REVENUE	501,950	586,892	607,500	

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
PERSONNEL	150,262	157,035	192,661	28.22%
LEGAL & PROFESSIONAL	4,000	400	17,000	325.00%
MATERIALS & SUPPLIES	725	650	5,000	589.66%
MAINTENANCE	3,000	1,200	4,500	50.00%
UTILITIES	5,225	2,500	4,950	-5.26%
OTHER EXPENSES	31,040	20,000	328,437	958.11%
TOTAL EXPENSES	194,252	181,785	552,548	184.45%
NET INCOME/(LOSS)	307,698	405,107	54,952	

Attachment: FY 2019 BUDGET 9-11-18 (2018 - 50 : Budget Adoption)

**CITY OF CELINA, TEXAS
ADOPTED BUDGET
FY 2018-2019**

CELINA COMMUNITY DEVELOPMENT CORPORATION

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED REVENUES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
REVENUE				
SALES TAX	500,000	578,892	602,500	20.50%
TOTAL MISCELLANEOUS REVENUE	500,000	578,892	602,500	20.50%
INTEREST	1,500	8,000	9,500	533.33%
TOTAL INTEREST	1,500	8,000	9,500	533.33%
TOTAL REVENUE	501,500	586,892	612,000	

	FY 2017-18 SEMIANNUAL AMENDED BUDGET	ESTIMATED EXPENDITURES AT 9-30-18	FY 18-19 ADOPTED BUDGET	% CHANGE FROM FY 2018 AMENDED BUDGET
EXPENDITURES				
TRANSFERS OUT	200,000	200,000	200,000	0.00%
TOTAL EXPENSES	200,000	200,000	200,000	0.00%
NET INCOME/(LOSS)	301,500	386,892	412,000	

Authorized Full Time Employees (FTE)

Function/Program	Dept.	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY2017	FY2018	Projected FY 2018	Adopted FY2019
Information Technology	500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2	3.5
GIS	501	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	1
Facilities Maintenance	502	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	1
Finance	507	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6
Library	508	1	2	2	2	2.5	2.5	3.5	3.5	3.5
General Services	509	1	1	1	1	2	3	3	3	2
Development Services	510	4.5	5	6	6	9	10	16	15	18
Administration	511	2	4	4	5	6	6	9	8	4
Municipal Court	512	1	1	1	1	1	2	2	2	2.5
Fire & EMS	513	11	11	11	11	16	19	22	22	26
Streets	514	3.5	4	4	6	7	7	7	7	7
Police	515	6	8	9	12	17	19	21	21	25
Parks	516	3	4	4	5	5	7	7	7	7.5
Main Street*	517	0	1	0	0	0	0	0	0	0
Marketing	519	0	0	0	1	2	2	2	2	2
Engineering	520	0	0	0	0	4	6	6	6	6
Human Resources	521	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1
Total General Fund		33	41	42	50	71.5	84	98.5	100.5	116
Water	521	4	4	4	8	10	10.5	14.0	14.0	14.0
Wastewater	522	2	2	2	3	4	5.5	8.0	8.0	8.0
Utility Billing	524	0	0	0	0	0	3.5	4.0	4.0	5.0
Total Water and Wastewater Fund		6	6	6	11	14	20	26.0	26.0	27.0
Total FTE -All Funds		39	47	48	61	86	103	125	126.5	143.0

*The Main Street Director is budgeted under the Marketing Department. Two positions were budgeted in the Marketing Department.

*During FY 2016, the Marketing Director position was eliminated.

*Two new departments were created for FY 2017: Engineering and Utility Billing.

*Due to rapid growth, the City added additional positions to the Police and Fire/EMS departments.

*In FY 2016, the Human Resources Manager position was moved from Administration to the General Services department.

*Due to increased court activity, a new position was added during FY 2017 to Municipal Court.

A department was created for Finance apart form Administration during FY 2019

A department was created for Human Resources apart from General Services during FY 2019

New departments were created for Information Technology, GIS and Facilities Maintenance for FY 2019



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 11, 2018
Re: 2018 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, 2018, and ending September 30, 2019, 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 1.41% and will raise taxes for maintenance and operations on a \$100,000.00 home by approximately \$-14.81. (Roll Call Vote) (Toutouchian)

Background Information:

This action sets the 2018 Ad Valorem tax rate in support of the adopted FY 2018/2019 budget.

Board Review/Citizen Input:

Two public hearings were held in compliance with the Texas Tax Code on August 21, 2018 and August 28, 2018.

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2018-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, 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 1.41% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-14.81; 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, 2018 and ending September 30, 2019, 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 11th day of September, 2018, the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019; 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, 2018, and ending September 30, 2019, 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 \$0.385416 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 \$0.259584 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, 2018, and all ad valorem taxes shall become delinquent after January 31, 2019. There shall be no discount for payment of taxes on or prior to January 31, 2019. 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, 2019, but not later than May 1, 2019, that remain delinquent on July 1, 2019, 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, 2019 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 11th day of September, 2018.

Sean Terry, Mayor

Vicki Faulkner, City Secretary

City Attorney

Attachment: 2018 2018 Ad Valorem Tax Rate (2018 - 51 : Ad Valorem Tax Rate)