



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 14, 2020
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Presentation regarding the Downtown Master Plan Annual Update. (Barton)
- B. Discussion regarding the Sign Ordinance. (McAfee)
- C. Discussion regarding the Noise Ordinance, (construction activity). (McAfee)
- D. Discussion regarding artificial turf on Downtown Square. (Webb)
- E. Discussion regarding any and/or all agenda items.
- F. Staff Reports

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

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

Section 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property and Section 551.087, Deliberation Regarding Economic Development Negotiation.

- A. Discussion regarding economic funding under Chapter 380 of the Texas Local Government Code (Three Five Capital) (McAfee)
- B. Discussion regarding PUC Docket No. 49225 (Light Farms Ratepayers) and Collin County Cause No. 471-02643-2020, 471st District Court (Collin County MUD No. 1).
- C. Discussion regarding Waste Connections contract extension.
- D. Discussion regarding possible services agreement with Denton Fresh Water Supply District #10.
- E. Discussion regarding acquisition of Downtown Linear Park land.
- F. Discussion regarding an agreement by and between the City of Celina and Smiley Water Control and Improvement District No. 1, Smiley Water Control and Improvement District No. 2, Smiley Road, Ltd., Green Meadows Communities Inc., Mustang Special Utility District, and Green Meadows Master Community Inc.
- G. Discussion regarding an amendment to an existing development agreement for Green meadows, between the City of Celina and Smiley Water Control and Improvement (District No. 1), Smiley Water Control and Improvement District No. 2 (District No. 2), Smiley Road, Ltd., and Green Meadows Communities Inc.

Reconvene Into Open Session

- H. Consider and act on authorizing staff to prepare notices for public hearings on entering a strategic partnership agreement with Collin County MUD No. 1 and for legal counsel and staff to prepare all documents needed for potential settlement of PUC Docket No. 49225 (Light Farms Ratepayers) and Collin County Cause No. 471-02643-2020, 471st District Court (Collin County MUD No. 1).
- I. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Smiley Water Control and Improvement District No. 1, Smiley Water Control and Improvement District No. 2, Smiley Road, Ltd., Green Meadows Communities Inc., Mustang Special Utility District, and Green Meadows Master Community Inc. ("HOA"). (Green Meadows Supplement) (McAfee)
- J. Consider and act upon a request to amend an existing development agreement for Green meadows, between the City of Celina and Smiley Water Control and Improvement (District No. 1), Smiley Water Control and Improvement District No. 2 (District No. 2), Smiley Road, Ltd., and Green Meadows Communities Inc. (Green Meadows Third Amendment to DA) (McAfee)
- K. Consider and act upon any other items discussed in executive session.

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jun 9, 2020 5:00 PM

- B. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations, Article 3.02: Technical and Construction Codes and Standards. (2017 NEC Amendment) (McAfee)
- C. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 58 acres within the Extraterritorial Jurisdiction, generally located east of Dallas Parkway and approximately 2,000 feet south of Glendenning Parkway. (Dickerson Tract Annexation Service Plan) (Mohan)
- D. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 49 acres within the Extraterritorial Jurisdiction, generally located east of the BNSF Railroad and north of Malone Street. (Northside at Rollertown Annexation Service Plan) (Mohan)
- E. Consider and act to authorize the Mayor Pro-Tem to execute Landowner Agreements, a NIA#4 Improvements Reimbursement Agreement, and a NIA#4 Improvements Construction, Funding, and Acquisition Agreement by and between the City of Celina and MM Sutton Fields 4A-4B, LLC and/or CADG Sutton Fields II, LLC. (Sutton Fields NIA 4- PID - Miscellaneous Agreements) (Pouladi)
- F. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)
- G. Consider and act to authorize an agreement for engineering services for Ownsby Parkway (Preston Rd to CR 83) Phase 1 Improvements and Ownsby Parkway (CR 83 to Coit Rd) Phase 2 Improvements with Peloton Land Services for an amount not to exceed \$160,000. (Berry)
- H. Consider and act upon a resolution of the City Council authorizing the execution by the City Of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property. (Brawner)
- I. Consider and act upon a Memorandum of Understanding by and between the City of Celina and Eland Energy Inc. (Brawner)
- J. Consider and act upon an Interlocal Agreement between Celina ISD and City for Joint Fiber to develop potential cost share with fiber network. (Brawner)
- K. Consider and act upon an Interlocal Agreement between Celina ISD and City for a shared parking agreement at 205 S Colorado. (Brawner)
- L. Consider and act upon an Interlocal Agreement between Celina ISD and City for drainage and landscaping at Celina Elementary located at 550 S Utah Drive. (Brawner)

- M. Consider and act upon an agreement by and between the City of Celina and Celina Real Estate LLP to allow for installation of wireless communication equipment to provide Wi-Fi on the Downtown Square at 229 Pecan St. (Brawner/Mendez)
- N. Consider and act upon an resolution of the City of Celina, Texas, ordering and calling a general election to be held in the City of Celina on the 3rd day of November, 2020, for the purpose of electing a mayor, a council member for place 4, and a council member for place 5, each for a three-year term; making provisions for the conduct and giving notice of the election; providing the candidate filings received for the postponed May 2, 2020 election remain valid for the November 3 2020 election and the filing period will not be re-opened; designating polling places; designating dates and hours for early voting; designating the date and hours on election day. (Tarrant)
- O. Consider and act upon an Authorization for the City Manager to enter into an Agreement with Hill & Wilkinson to remodel portions of Celina City Hall for \$161,506.00. (Brawner)
- P. Consider and act upon an ordinance of the City of Celina, Texas, adopting the School Zone Ordinance more particularly described in exhibit "A & B" and graphically depicted in exhibit "C". (Brawner)
- Q. Consider and act upon approval of a new Personnel Policies and Procedures. (Jeter)
- R. Consider and act to execute an agreement between the Texas Department of Transportation and the City of Celina to contribute right of way funds for the widening and realignment of FM 1461. (Brawner)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct the first of three public hearings to annex approximately 963 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-04 Annexation First Public Hearing) (Mohan)
 - 1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
 - 2) Collin CAD Property ID 990379, being an approximate 24.58 acre tract of land in Collin County, Texas, legally described as Abstract No. 124 in the Henry Bentley Survey, Tract 16; at the northwest corner of County Road 8 and W. FM 455,
 - 3) Collin CAD Property ID 2709581, being an approximate 78.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 3; generally located north of FM 2478 and approximately 1,200 feet east of County Road 127,
 - 4) Collin CAD Property ID 989755, being an approximate 12.60 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 4; generally located approximately 600 north of FM 2478 and approximately 2,700 feet east of County Road 127,
 - 5) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
 - 6) Collin CAD Property ID 1005245, being an approximate 35.84 acre tract of land in Collin County, Texas, legally described as Abstract No. 394 in the Daniel Howell Survey, Tract 17; generally located east of County Road 127 and approximately 1,300 feet south of W. FM 455,
 - 7) Collin CAD Property ID 2736080, being an approximate 26.49 acre tract of land in Collin County,

Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Sheet 1, Tract 17; generally located approximately 1,900 feet west of County Road 89 and north of County Road 90,

8) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,

9) Collin CAD Property ID 985731, being an approximate 53.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 3; generally located approximately 500 feet north of County Road 129 and approximately 1,300 feet west of FM 2478,

10) Collin CAD Property ID 985777, being an approximate 81.63 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally located east of County Road 127 and approximately 1,700 feet north of County Road 129,

11) Collin CAD Property ID 995123, being an approximate 3.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 3,000 feet north of County Road 129 and approximately 1,000 feet west of FM 2478,

12) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,

13) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,

14) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,

15) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,

16) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,

17) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,

18) Collin CAD Property ID 997942, being an approximate 155.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 932 in the T & P Ry Co Survey, Tract 1; generally located west of County Road 57 and approximately 950 feet north of W. FM 455, and

19) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01°07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner,

said point being in the northerly right-of-way line of Farm Road No. 428;
THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly rightof-way line of said Farm Road No. 428 as follows:
South 48°31'00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

- B. The Celina City Council will conduct a public hearing to consider and act upon a development agreement on approximately 79 acres of land, generally located at the southeast corner of future Glendenning Parkway and Smiley Road, within the Extraterritorial Jurisdiction (ETJ). (Founder's Square Development Agreement) (McAfee)
- C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 58 acres within the Extraterritorial Jurisdiction, generally located east of Dallas Parkway and approximately 2,000 feet south of Glendenning Parkway. (Dickerson Tract Annexation) (Mohan)
- D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 58 acres to Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning, generally located east of Dallas Parkway and approximately 2,000 feet south of Glendenning Parkway. (Dickerson Tract Planned Development) (Mohan)
- E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 49 acres within the Extraterritorial Jurisdiction, generally located east of the BNSF Railroad and north of Malone Street. (Northside at Rollertown Annexation) (Mohan)
- F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 131 acres to Planned Development (PD) with Mixed-Use (MU) base zoning, generally located east of the BNSF Railroad and north of Malone Street. (Northside at Rollertown Planned Development) (Mohan)

- G. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan – Updated for Phase #4, including the Phase #4 assessment roll; making a finding of special benefit to property within Phase #4 of The Lakes at Mustang Ranch Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #4 assessed property in accordance with Chapter 372 Texas Local Government Code, as amended. (Mustang Lakes Phase 4- PID Levy) (Pouladi)
- H. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Amended and Restated Sutton Fields II Public Improvement District Service and Assessment Plan – Updated for NIA#4, including the NIA#4 assessment roll; making a finding of special benefit to property within NIA #4 of the Sutton Fields II Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against NIA #4 assessed property in accordance with Chapter 372 Texas Local Government Code, as amended. (Sutton Fields NIA #4- PID Levy) (McAfee)

IX. ACTION ITEM:

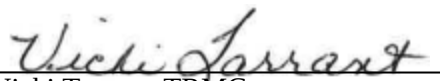
- A. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, updating the Small Business Assistance Program to provide for Phase 2 immediate, short-term financial aid to qualified small businesses in the City of Celina; providing Phase 2 program and application eligibility criteria and other requirements; delegating authority to the City Manager to administer the program; and providing for an effective date. (Stovall)
- B. Consider and act upon a resolution of intent to annex approximately 700 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-05 Annexation Resolution) (Mohan)
- 1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
 - 2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
 - 3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
 - 4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
 - 5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
 - 6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
 - 7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and

- approximately 1,100 feet west of the BNSF Railroad,
- 8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
- 9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
- 10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
- 11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,
- 12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
- 13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
- 14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
- 15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
- 16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
- 17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
- 18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,
- 19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

X. ADJOURNMENT:

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

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


Vicki Tarrant, TRMC

Date Notice Removed

City Secretary, City of Celina, TX



Life Connected.

Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re:

Action Requested:

Presentation regarding the Downtown Master Plan Annual Update. (Barton)

Supporting Documents:

Staff Presentation

July 1, 2020 Downtown Master Plan Status Report

Staff Recommendation:

NA

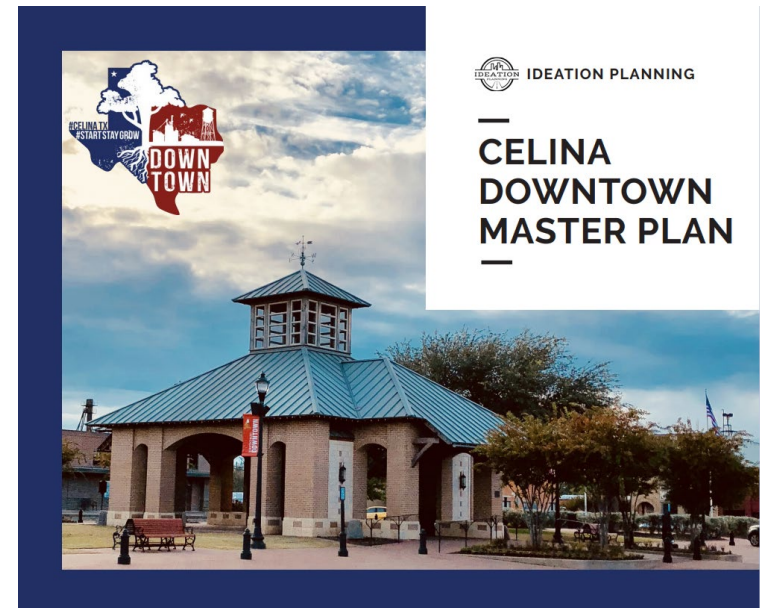
Downtown Master Plan

Annual Update

July 14, 2020

Background

- City Council adopted the Downtown Master Plan in January 2019
- TX-APA award for Community Outreach
- Staff implemented project management software recently



Strategic Implementation

Action Item Categories:

- Mobility & Infrastructure
- Form & Function
- Zoning
- Branding
- Events & Programming
- Over 65 action items to obtain these goals

Completed Action Items

- Updated ordinances (alcohol & noise)
- Fine Arts Board established
- Parks (& Trails) Master Plans adopted
- Downtown Incentive Programs
- Enhanced Special Events
- Special Area Plan – Entertainment District



Current Action Items

- Update and implement downtown zoning
- Additional 1500 dwelling units (i.e. entitlements in process on several projects)
- Identify and implement parking opportunities
- Downtown trash enclosures
- Enhance opportunities for Music
- Murals



Upcoming Projects

- Enhanced Christmas season event programming
- Create and host a beer & wine sampling event
- Several CIPs
- Shared patio space
- Additional murals
- Downtown Boards
- Wayfinding Signage
- Wifi on the Square



Next Steps

- Continue progress on implementing the Downtown Master Plan
- Continue internal quarterly meetings and monthly progress reports

Any Questions?



Downtown Master Plan Public & Council Summary

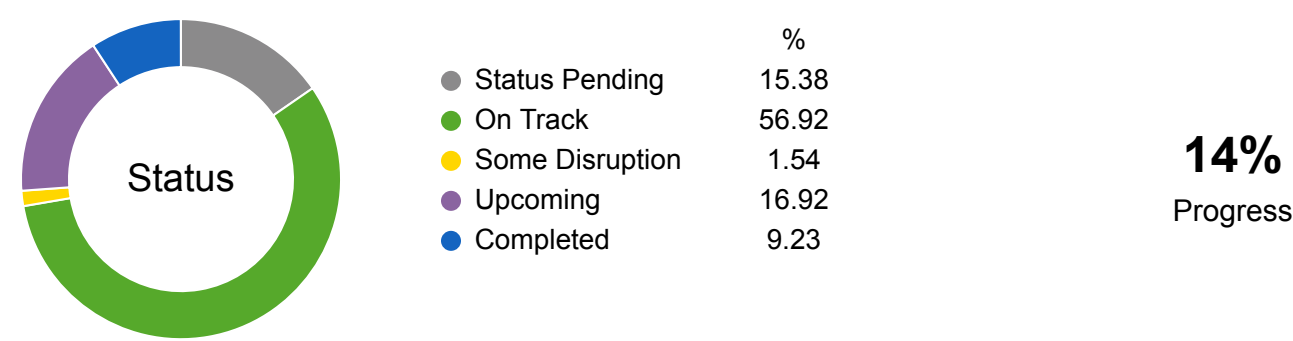
Downtown Master Plan

Current Reporting Date: Jul 01, 2020

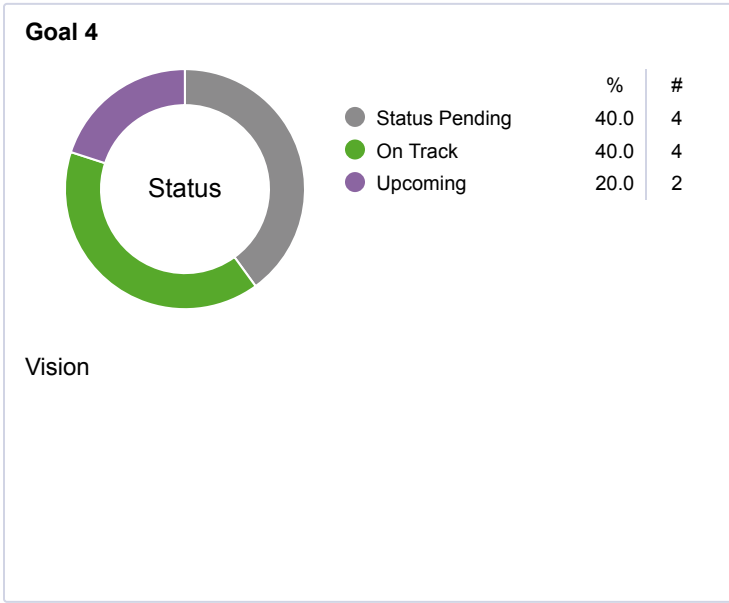
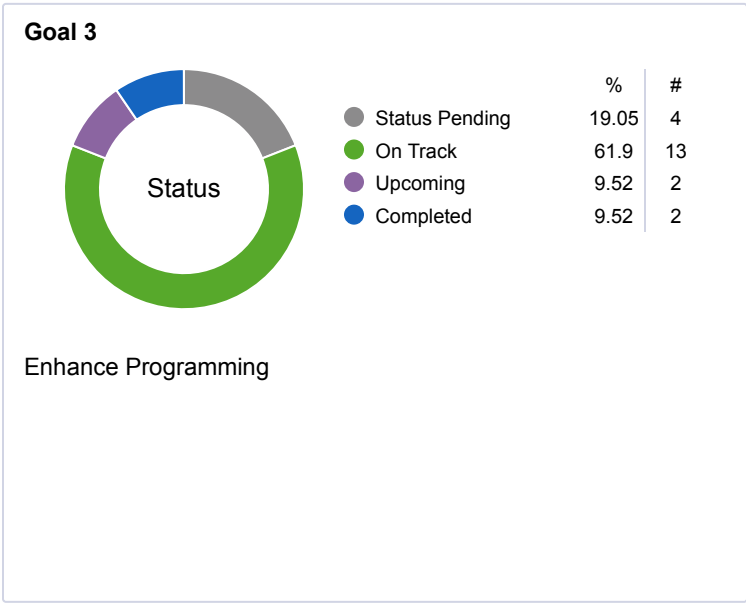
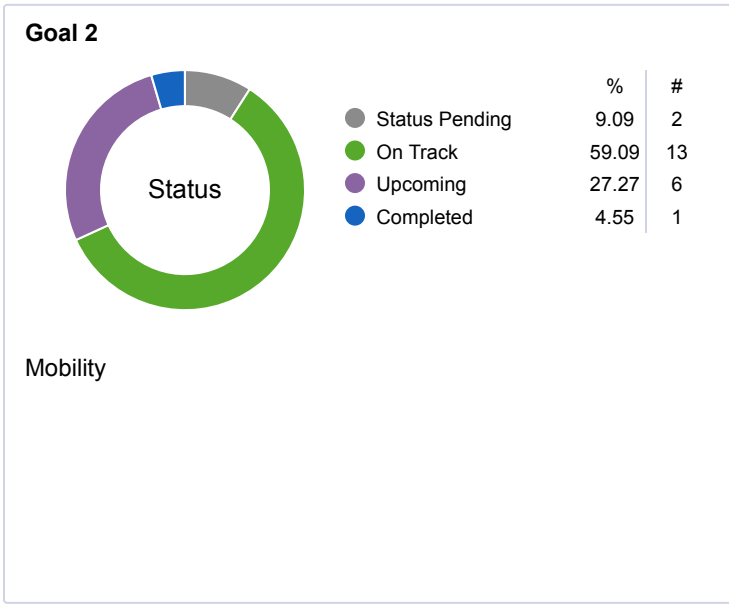
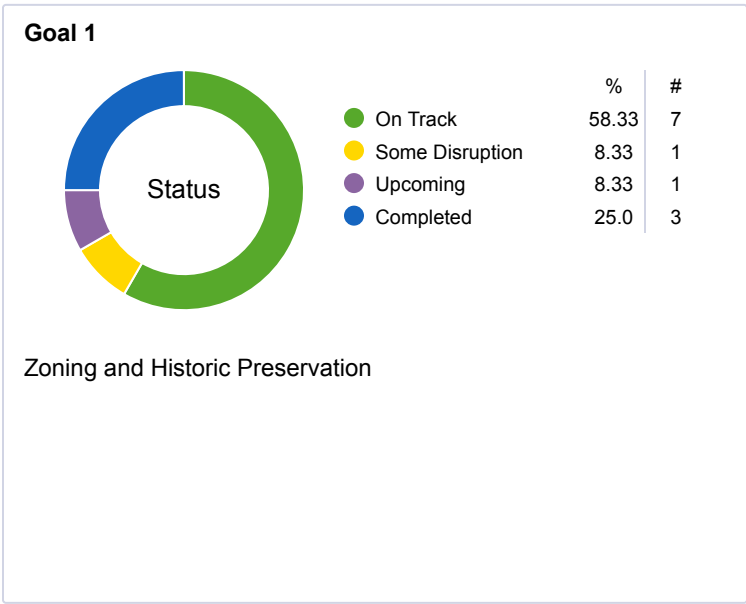
Report Created On: Jul 01, 2020

4	26	65
Goal	Objective	Action

Overall Summary



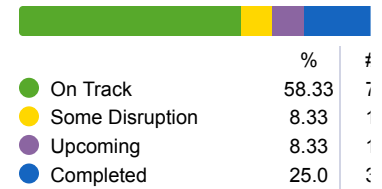
Report Legend No Update Overdue Priority



Attachment: downtown_master_plan_summary (Downtown Master Plan Annual Update- Worksession)

Goal 1 Progress 37%

Zoning and Historic Preservation



Updated on Jun 29, 2020 13:03:46

Objective 1.1: Update and implement rezoning policies and ordinances (65.0% completed)**Action 1.1.1: Implement ground floor level requirements (30% completed)**

Abra sharing DT code structure with executive staff soon.

Action 1.1.4: Allow and adjust ordinances to allow multi-story structures in strategic places (Gateway West, Patio Commons, or east of Louisiana (30% completed)

Abra sharing DT code structure with executive staff soon.

Objective 1.2: Incorporate design elements and themes as a result of downtown master plan (0.0% completed)**Action 1.2.1: Create and implement a Project Checklist that incorporates design elements (0% completed)**

Is waiting on DT zoning to complete.

Objective 1.3: Increase housing units and type within 5 mile drive time of Downtown (50.0% completed)**Action 1.3.1: Assist in adding an additional 1500 dwelling units through relationship building and incentives (50% completed)**

No update

Objective 1.4: Preserving and enhancing high quality historic structures (7.5% completed)**Action 1.4.2: Create policy for preservation**

No updates. This task will begin once the downtown zoning changes are adopted.

Action 1.4.3: Create campaign to tell the story of the historic structures (0% completed)

No update, slight delay due to Museum being closed at this time.

Action 1.4.4: Create and implement Style Guidelines (30% completed)

Abra sharing DT code structure with executive staff soon.

Objective 1.5: Plan and finalize the Entertainment District to other developed areas of downtown (100.0% completed)**Action 1.5.1: Create and implement a Special Area Plan (100% completed)**

Final ED SAP finished and presented to CC in June.

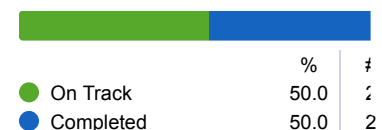
Objective 1.6: Address Substandard Ordinance (5.0% completed)**Action 1.6.1: Seek political discussion on Substandard Ordinance (5% completed)**

No change

Attachment: downtown_master_plan_summary (Downtown Master Plan Annual Update- Worksession)

Objective 1.1 Progress 65%

Update and implement rezoning policies and ordinances



Updated on Jun 29, 2020 12:59:49

Action 1.1.1: Implement ground floor level requirements (30% completed)

Abra sharing DT code structure with executive staff soon.

Action 1.1.4: Allow and adjust ordinances to allow multi-story structures in strategic places (Gateway West, Patio Commons, or east of Louisiana (30% completed)

Abra sharing DT code structure with executive staff soon.

Objective 1.2

Progress 0%

Incorporate design elements and themes as a result of downtown master plan



	%	#
● On Track	100.0	1

Updated on Jun 29, 2020 13:00:01

Action 1.2.1: Create and implement a Project Checklist that incorporates design elements (0% completed)

Is waiting on DT zoning to complete.

Objective 1.3

Progress 50%

Increase housing units and type within 5 mile drive time of Downtown



	%	#
● On Track	100.0	1

Updated on Jun 29, 2020 13:00:08

Action 1.3.1: Assist in adding an additional 1500 dwelling units through relationship building and incentives (50% completed)

No update

Objective 1.4

Progress 8%

Preserving and enhancing high quality historic structures



	%	#
● On Track	50.0	2
● Some Disruption	25.0	1
● Upcoming	25.0	1

Updated on Jun 29, 2020 13:00:21

Action 1.4.2: Create policy for preservation

No updates. This task will begin once the downtown zoning changes are adopted.

Action 1.4.3: Create campaign to tell the story of the historic structures (0% completed)

No update, slight delay due to Museum being closed at this time.

Action 1.4.4: Create and implement Style Guidelines (30% completed)

Abra sharing DT code structure with executive staff soon.

Objective 1.5

Progress 100%

Plan and finalize the Entertainment District to other developed areas of downtown

Completed

%	#
100.0	1

Updated on Jun 29, 2020 13:00:36

Action 1.5.1: Create and implement a Special Area Plan (100% completed)

Final ED SAP finished and presented to CC in June.

Objective 1.6

Progress 5%

Address Substandard Ordinance

On Track

%	#
100.0	1

Updated on Jun 29, 2020 13:00:46

Action 1.6.1: Seek political discussion on Substandard Ordinance (5% completed)

No change

Goal 2

Progress 9%

Mobility

Status Pending	9.09	2
On Track	59.09	1
Upcoming	27.27	6
Completed	4.55	1

Updated on Jun 29, 2020 13:03:52

Objective 2.1: Assess and plan appropriate dumpsters or increase trash service, and communal grease traps (10.0% completed)**Action 2.1.1: Dumpster or trash service (20% completed)**

Consultant hired and design started; coordinated with patio plaza project; meeting with utilities (AT&T) re: pier depth and alternatives.

Action 2.1.2: Plan and address the possibility of communal grease traps

No change

Objective 2.2: Construct, reconstruct, and install the envisioned multi-modal mobility network (20.0% completed)**Action 2.2.2: Create and implement a Pedestrian Plan (0% completed)**

No updates.

Objective 2.3: Incorporate innovative opportunities to capture and filter storm water (i.e., green infrastructure) in future capital improvements and private development. (0.0% completed)**Action 2.3.1: Encourage areas where green infrastructure can be used and encouraged in public and private development**

No updates.

Objective 2.4: Increase the use of technology and infrastructure in downtown (0.0% completed)

Ongoing objective, no updates.

Objective 2.6: Expand and enhance the Downtown Square (6.0% completed)

No updates.

Objective 2.7: Utilize, enhance, incorporate, and program railroads in downtown (0.0% completed)

Action 2.7.1: Partner with BNSF and the appropriate parties to enhance the Railway's right-of-way, including the installation of aesthetically pleasing landscaping and/or hardscape.

BNSF contacted re: allowing Celina to maintain grass. BNSF denied request and BNSF contracted with mower directly.

Action 2.7.3: Work toward potential usage of the existing siding Downtown for passenger rail opportunities, including destination trains.

Had a virtual meeting with NCTCOG on station locations. Meeting set up on 7/1/2020 to discuss Celina's location.

Objective 2.8: Plan and coordinate Long Range Plans of Multimobile pathways (40.0% completed)

Action 2.8.1: Create Long Range Map of Multi mobile pathways (40% completed)

Pending outcome of rail. Trail map created.

Objective 2.9: Enhance and implement lighting plan in downtown (0.0% completed)

Action 2.9.1: Study and design of lighting plan downtown

Photometrics created for inner loop 1st phase; constructing with Colorado Construction.

Objective 2.1

Progress 10%

Asses and plan appropriate dumpsters or increase trash service, and communal grease traps



Updated on Jun 29, 2020 13:00:52

Action 2.1.1: Dumpster or trash service (20% completed)

Consultant hired and design started; coordinated with patio plaza project; meeting with utilities (AT&T) re: pier depth and alternatives.

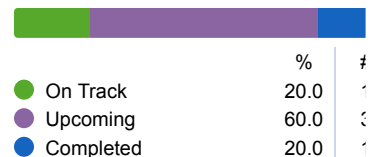
Action 2.1.2: Plan and address the possibility of communal grease traps

No change

Objective 2.2

Progress 20%

Construct, reconstruct, and install the envisioned multi-modal mobility network



Updated on Jun 29, 2020 13:00:56

Action 2.2.2: Create and implement a Pedestrian Plan (0% completed)

No updates.

Objective 2.3

Progress 0%

Incorporate innovative opportunities to capture and filter storm water (i.e., green infrastructure) in future capital improvements and private development.



Updated on Jun 29, 2020 13:01:01

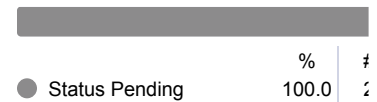
Action 2.3.1: Encourage areas where green infrastructure can be used and encouraged in public and private development

No updates.

Objective 2.4

Progress 0%

Increase the use of technology and infrastructure in downtown



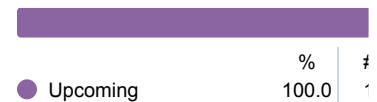
Updated on Jun 29, 2020 13:01:24

Ongoing objective, no updates.

Objective 2.5

Progress 0%

Adapt Pecan Street per the Pecan Street Concept (pedestrian only)

**Objective 2.6**

Progress 6%

Expand and enhance the Downtown Square



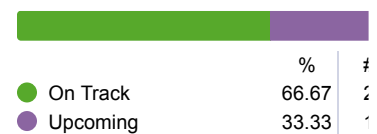
Updated on Jun 29, 2020 13:01:43

No updates.

Objective 2.7

Progress 0%

Utilize, enhance, incorporate, and program railroads in downtown



Updated on Jun 29, 2020 13:01:47

Action 2.7.1: Partner with BNSF and the appropriate parties to enhance the Railway's right-of-way, including the installation of aesthetically pleasing landscaping and/or hardscape.

BNSF contacted re: allowing Celina to maintain grass. BNSF denied request and BNSF contracted with mower directly.

Action 2.7.3: Work toward potential usage of the existing siding Downtown for passenger rail opportunities, including destination trains.

Had a virtual meeting with NCTCOG on station locations. Meeting set up on 7/1/2020 to discuss Celina's location.

Objective 2.8

Progress 40%

Plan and coordinate Long Range Plans of Multimobile pathways



	%	#
● On Track	100.0	1

Updated on Jun 29, 2020 13:01:52

Action 2.8.1: Create Long Range Map of Multi mobile pathways (40% completed)

Pending outcome of rail. Trail map created.

Objective 2.9

Progress 0%

Enhance and implement lighting plan in downtown



	%	#
● On Track	100.0	1

Updated on Jun 29, 2020 13:01:56

Action 2.9.1: Study and design of lighting plan downtown

Photometrics created for inner loop 1st phase; constructing with Colorado Construction.

Objective 2.10

Progress 0%

Enhance roadways throughout Downtown



	%	#
● Upcoming	100.0	1

Goal 3

Progress 12%

Enhance Programming



	%	#
● Status Pending	19.05	4
● On Track	61.9	1
● Upcoming	9.52	2
● Completed	9.52	2

Updated on Jun 29, 2020 13:03:56

Objective 3.1: Enhance current events and programs (0.0% completed)**Action 3.1.1: Expand Friday Night Market by adding additional programming and vendors**

Slight delay due to COVID-19, expect to add additional programming in October.

Objective 3.2: Create and implement additional programming/events (25.0% completed)**Action 3.2.2: Create and host a Beer & Wine Sampling event (2020) (0% completed)**

Meeting with BWEG 3/5/2020 to discuss management and operations.

Objective 3.3: Infuse Downtown with art and culture storytelling at every turn. (5.5% completed)**Action 3.3.1: Commission a Mural on the EDC Building, East side (50% completed)**

Painting has begun.

Action 3.3.2: Create and implement rotating Art Installation Program (0% completed)

No update. Waiting for Fine Arts Board to create Master Plan.

Action 3.3.3: Continually be adding art related aspects to events or creating new events around the arts

Created a community-wide Virtual Chalk Art event since we are currently prohibited from gathering for events - 5/2020.

Action 3.3.4: Create and implement an Art Grant Program (0% completed)

No update. Waiting for Fine Arts Board to create Master Plan.

Action 3.3.5: Continually be adding music related aspects to events or creating new events around music and possibly a related grant

No update.

Action 3.3.6: Look for and support the development and implementation of art supportive venues

No update.

Action 3.3.7: Create and install way finding signage (5% completed)

No update - requested in budget

Action 3.3.8: Create and install story telling plaques

No update.

Action 3.3.9: Create an Arts Board

No updates. Board member applications will be accepted through July 31, 2020 with board members being appointed for term beginning October 1, 2020.

Action 3.3.10: Create and implement a screening or art decoration program for service boxes, dumpsters, etc (0% completed)

No updates.

Objective 3.4: Encourage redevelopment and beautification projects from the private sector. (50.0% completed)

Ongoing objective. No update.

Objective 3.5: Promote Downtown ecotourism activity (0.0% completed)

Action 3.5.1: Create and implement a campaign to promote downtown trails as an ecotourism activity

No action taken

Objective 3.6: Increased number of visitors to Celina (0.0% completed)

Ongoing objective. No updates.

Objective 3.1

Progress 0%

Enhance current events and programs



● On Track

%	#
100.0	1

Updated on Jun 29, 2020 13:02:00

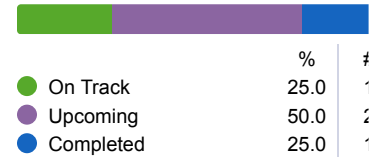
Action 3.1.1: Expand Friday Night Market by adding additional programming and vendors

Slight delay due to COVID-19, expect to add additional programming in October.

Objective 3.2

Progress 25%

Create and implement additional programming/events



Updated on Jun 29, 2020 13:02:05

Action 3.2.2: Create and host a Beer & Wine Sampling event (2020) (0% completed)

Meeting with BWEG 3/5/2020 to discuss management and operations.

Objective 3.3

Progress 6%

Infuse Downtown with art and culture storytelling at every turn.



Updated on Jun 29, 2020 13:02:10

Action 3.3.1: Commission a Mural on the EDC Building, East side (50% completed)

Painting has begun.

Action 3.3.2: Create and implement rotating Art Installation Program (0% completed)

No update. Waiting for Fine Arts Board to create Master Plan.

Action 3.3.3: Continually be adding art related aspects to events or creating new events around the arts

Created a community-wide Virtual Chalk Art event since we are currently prohibited from gathering for events - 5/2020.

Action 3.3.4: Create and implement an Art Grant Program (0% completed)

No update. Waiting for Fine Arts Board to create Master Plan.

Action 3.3.5: Continually be adding music related aspects to events or creating new events around music and possibly a related grant

No update.

Action 3.3.6: Look for and support the development and implementation of art supportive venues

No update.

Action 3.3.7: Create and install way finding signage (5% completed)

No update - requested in budget

Action 3.3.8: Create and install story telling plaques

No update.

Action 3.3.9: Create an Arts Board

No updates. Board member applications will be accepted through July 31, 2020 with board members being appointed for term beginning October 1, 2020.

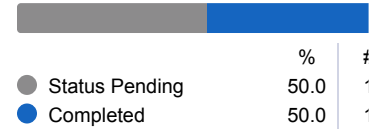
Action 3.3.10: Create and implement a screening or art decoration program for service boxes, dumpsters, etc (0% completed)

No updates.

Objective 3.4

Progress 50%

Encourage redevelopment and beautification projects from the private sector.



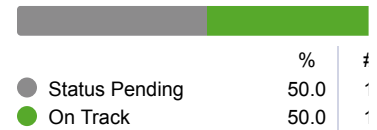
Updated on Jun 29, 2020 13:02:26

Ongoing objective. No update.

Objective 3.5

Progress 0%

Promote Downtown ecotourism activity



Updated on Jun 29, 2020 13:02:31

Action 3.5.1: Create and implement a campaign to promote downtown trails as an ecotourism activity

No action taken

Objective 3.6

Progress 0%

Increased number of visitors to Celina



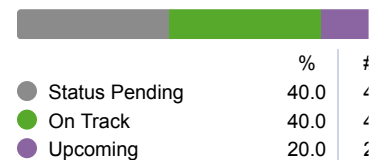
Updated on Jun 29, 2020 13:02:37

Ongoing objective. No updates.

Goal 4

Progress 0%

Vision



Updated on Jun 29, 2020 13:04:01

Objective 4.1: Tell the story of downtown in a uniform fashion (0.0% completed)

Action 4.1.1: Coordinate branding message (0% completed)

Hired Mindecology to work on standalone website

Objective 4.3: Increase patio spaces in open areas downtown (0.0% completed)**Action 4.3.1: Shared patio and plaza space in open areas through partnerships within the block bound by Pecan Street, Louisiana Street, Walnut Street, and Ohio Street (0% completed)**

No update.

Objective 4.4: Site Redevelopment (0.67% completed)**Action 4.4.2: New Administration/Library/Senior Center**

Met with internal staff to gather preliminary information on staffing projections at 100,000 population.

Action 4.4.3: Traditions Park (2% completed)

Land acquisition of vacant properties 90% complete; received scope from Freese & Nichols on drainage study.

Objective 4.1

Progress 0%

Tell the story of downtown in a uniform fashion



	%	#
● On Track	100.0	1

Updated on Jun 29, 2020 13:02:41

Action 4.1.1: Coordinate branding message (0% completed)

Hired Mindecology to work on standalone website

Objective 4.2

Progress 0%

Create welcoming gateway features and signage east entrance to downtown



	%	#
● Upcoming	100.0	2

Objective 4.3

Progress 0%

Increase patio spaces in open areas downtown



	%	#
● Status Pending	75.0	3
● On Track	25.0	1

Updated on Jun 29, 2020 13:02:45

Action 4.3.1: Shared patio and plaza space in open areas through partnerships within the block bound by Pecan Street, Louisiana Street, Walnut Street, and Ohio Street (0% completed)

No update.

Objective 4.4

Progress 1%

Site Redevelopment



	%	#
● Status Pending	33.33	1
● On Track	66.67	2

Updated on Jun 29, 2020 13:02:49

Action 4.4.2: New Administration/Library/Senior Center

Met with internal staff to gather preliminary information on staffing projections at 100,000 population.

Action 4.4.3: Traditions Park (2% completed)

Land acquisition of vacant properties 90% complete; received scope from Freese & Nichols on drainage study.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Sign Ordinance Worksession

Action Requested:

Discussion regarding the Sign Ordinance. (McAfee)

Supporting Documents:

- Draft Ordinance
- Staff Presentation

Staff Recommendation:

NA

State Law reference— Regulation of signs by home-rule municipality, V.T.C.A., Local Government Code § 216.901; regulation of political signs by municipality, V.T.C.A., Local Government Code § 216.903.

CHAPTER 3 BUILDING REGULATIONS

ARTICLE 3.07 SIGNS

This chapter of the City of Celina Code of Ordinances shall be known as "Signs."

Sec. 3.07.001 Administration

(a) Purpose

The purpose of this Code is to promote the health, safety, and welfare of the public. It is the City's intent to achieve this goal by enacting a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory standards and requirements for all signs within the City and its Extraterritorial Jurisdiction (ETJ). It is further determined that the provisions of this Code cannot achieve the end result desired unless the community voluntarily cooperates in upholding these provisions.

With these concepts in mind, this Code is adopted to enable the fair and consistent enforcement of these sign regulations and in part to achieve the following purposes:

- (1) **Safety.** To preserve and protect the public health, safety, and welfare of the citizens of the City of Celina and to improve pedestrian and traffic safety, by providing that signs do not:
 - (A) Create a hazard due to collapse, fire, decay or abandonment;
 - (B) Obstruct firefighting or police observation ability;
 - (C) Create traffic hazards by confusing or distracting pedestrians or motorists;
 - (D) Become obstacles that hinder the ability of pedestrians, bicyclists or motorists to read traffic signs; or
 - (E) Become obstacles that hinder free passage to pedestrians, bicyclists or motorists.
- (2) **Communications efficiency.** To promote the efficient transfer of information in sign messages provided that:
 - (A) Those signs which provide public safety messages and information are given priorities;
 - (B) Businesses and services can identify themselves;
 - (C) Customers and other persons can locate a business or service;
 - (D) No person or group is arbitrarily denied the use of the sight lines from the public rights-of-way for communication purposes;
 - (E) Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or pay no attention to such messages, according to the observer's purpose; and
 - (F) The right of free speech is preserved and exercised through the use of signs.
- (3) **Landscape quality and preservation.** To maintain and enhance the aesthetic environment and the appearance of the streetscape which affects the image of the City of Celina, to enhance City's ability to attract sources of economic development and growth and to protect property values, the local economy, and the quality of life, by providing that signs:
 - (A) Do not interfere with scenic views;
 - (B) Do not create a nuisance to persons using the public rights-of-way;
 - (C) Do not create a nuisance to occupants of adjacent and contiguous property by their brightness, size, height, or movement;
 - (D) Are not detrimental to land or property values;
 - (E) Do not contribute to visual blight or clutter; and

- (F) Are similar in construction materials and style as that of the structure or tract of land to which they pertain and to neighboring structures, as well as the City at-large

(b) **Authority**

The provisions of this Code are adopted pursuant to V.T.C.A., Local Government Code ch. 216 and the City Charter, and the City's Authority as a home rule City. Notwithstanding any other provision of this Code, no sign legally erected shall be required to be relocated, reconstructed or removed except in compliance with V.T.C.A., Local Government Code ch. 216.

(c) **First Amendment Rights**

This Code shall not be construed, applied, interpreted nor enforced in a manner to violate the First Amendment rights of any person, and the Director shall seek the advice and recommendation of the City Manager and City Attorney prior to taking any action to enforce any provision of this Code with respect to any non-commercial sign on private property.

(d) **Applicability—Effect**

- (1) A sign may not be erected, constructed, placed, painted, created, enlarged, moved, or converted within the City of Celina or its extraterritorial jurisdiction except in compliance with the standards, procedures, exemptions, and other requirements of this Code.
- (2) The City Council may designate special sign regulations that apply to certain districts or overlays, such as would be appropriate for major corridors, urban environments, or historic downtowns. In those instances, the sign regulations of those special areas apply in addition to this Code.
- (3) The intent of this Code as more specifically set forth herein, is to:
 - (A) Provide functional flexibility, encourage variety, and create an incentive to relate signing to basic principles of good design;
 - (B) Provide an improved visual environment for the citizens of, and visitors to, the City of Celina;
 - (C) Establish a permit system to allow a variety of types of signs in non-residential areas, and a limited variety of signs in other areas, subject to the standards and the permit procedures of this Code;
 - (D) Allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this Code, but without requirements for permits; and
 - (E) Provide cost recovery measures supporting the administration and enforcement of this Code.
 - (F) Due to the unique service nature of government owned and occupied facilities, in addition to the development costs being a public burden, such facilities may meet the spirit and intent of the regulations contained herein to the extent possible and are not expected to strictly comply.

(e) **Permit Required**

- (1) ***Permit required.*** No sign, other than those exceptions listed in this section, and indicated on Table A, shall be erected, constructed, placed, painted, replaced, repaired, attached, enlarged, moved, converted, altered (including face changes), or secured to the ground, any building, or any structure, until a permit for such sign has been issued by the Development Services Department. The Director shall approve or deny an application for a sign permit

- within 30 days of the City's receipt of a complete application. A permit will be issued if a proposed sign conforms to all City ordinances and the associated fee has been paid. The City will not issue a new sign permit for property where illegal signs or sign violations exist. Each individual sign on a site must receive a permit to be installed, unless otherwise exempted in this Code or on Table A.
- (2) **To whom issued.** No permit for the erection of any sign shall be issued to any person other than the property owner or the property owner's designated and authorized representative. In the case of a special event or permitted vendor, the permit shall be issued to the individual authorized by the City for said activity.
 - (3) **Fees.** The fee for sign permits shall be as established in the City's master fee schedule. The fee for a permit for a sign that was constructed without a permit shall be double the applicable permit fee to cover additional administrative costs in connection therewith. Non-profit/charitable organizations are exempt from paying permit fees for temporary signs requiring a permit.
 - (4) **Interpretation and administration.** The Director shall be responsible for interpreting and administering this Code, including any subjectivity contained herein and the ability to administer Minor Modifications.
 - (5) **Violation.** A person is responsible for a violation, as specified within, if the person is the permit holder, owner, agent, or person having the beneficial use of the sign and a citation may be issued.
 - (6) **Promotional events.** In association with a city approved promotional event, special, temporary sign privileges may be granted.
- (f) **Applications**
- (1) **An application** for a sign permit must be accompanied by the permit fee and shall include such information as is necessary to assure compliance with all appropriate laws and regulations of the City of Celina, including:
 - (A) The name and address of the owner of the sign(s).
 - (B) The name and address of the owner or the person in possession of the premises where the sign(s) is located or to be located.
 - (C) Clear and legible drawings with description definitively showing the location of the sign(s) which is the subject of the permit and all proposed signs whose construction or placement requires permits, when such signs are on the same premises. Any existing sign on the premises must also be depicted on the drawings.
 - (D) Drawings showing the dimensions, elevations, construction supports, sizes, foundation, electrical wiring, and components, materials of the sign and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials and loading shall conform to the requirements of the building code. If required by the Director, engineering data certified by a licensed structural engineer shall be supplied on submitted plans.
 - (E) Approval of property owner is required for all tenant spaces.
 - (2) **Expiration of Sign Permits.** A sign permit shall expire and become void unless a request for final inspection of the sign is made no later than 60 days after the date the permit is issued.
 - (3) **Subordinate.** A sign permit shall be considered a subordinate project for all new construction and tenant finish-outs.
 - (4) **Revocation.** All rights and privileges acquired under the provisions of this chapter or any amendment hereto are mere licenses, revocable at any time by the Director, even if reviewed

and approved, if it is determined that the sign is in violation of this chapter, the application was incomplete, if the application contained misleading or false information. After receiving notice, the owner may re-apply for a new permit or voluntarily comply by bringing the sign into conformance, or the enforcement process ensues. Permits issued in error are invalid.

(g) **Land Use Categories**

For purposes of this Code, all territory within the City limits and its Extraterritorial Jurisdiction is classified into a land use category based upon the current use of the land, and if undeveloped, by the future land use plan (FLUP) of the comprehensive plan or other approved agreements. Identification by a land use category is for the purposes of determining allowable signage only and in no manner shall be interpreted as the city zoning property within the extraterritorial jurisdiction, allowing non-conforming zoning within the city limits, nor establishing vested rights regarding applicable zoning on any land.

- (1) *Low-density residential land use category* includes any residential use, excluding multi-family, in any zoning district or equivalent use in the city's extraterritorial jurisdiction ("ETJ").
- (2) *Multi-family residential land use category* includes any multi-family use in any zoning district or equivalent use in the ETJ.
- (3) *Commercial land use category* includes any non-residential use in any zoning district or equivalent use in the ETJ.

Sec. 3.07.002 Definitions

As used in this chapter, the following terms shall have the meaning indicated below unless the context clearly indicates otherwise. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise:

"A" Frame Sign means a sandwich board sign constructed in such a manner as to form an "A" or tent-like shape that is hinged or not hinged at the top with each angular face held at an opposite distance by a supporting member.

Abandoned Sign means a sign that does not identify or advertise a bona fide business, lessor, service, owner, product, project, event, or activity, or pertains to a time, event, or purpose which no longer applies.

Announcement Sign means a residential sign that publicly displays a notice, usually located on a fence or a window of the structure that makes an announcement, such as, "no trespassing", "beware of dog", or "children/animals inside" for police or fire.

Architectural Element means an uninhabitable structure or building intended solely as an artistic or architectural embellishment of a landscaped area.

Audible Sign means any sign that emits music, talking, words, or other sound or amplification.

Awning means a shelter constructed of materials on a supporting framework that projects from and is supported by the exterior wall of a building.

Balloon means any object filled with lighter-than-air gasses, which is designed to float or fly over any given location, including cloud-busters, blimps, and other air devices.

Bandit Signs means temporary signs, usually of cardboard or foam board and mounted on angle iron or a wooden stake.

Banner means a sign having characters, letters, or illustrations applied to plastic, fabric, canvas, or any non-rigid material, where the only purpose for such non-rigid material is for background.

Billboard means a sign advertising products not made, sold, used, or served on the premises upon which the sign is located.

Bollard Sleeve means a covering on a bollard that includes advertising or bold colors.

Building Directory Sign means a small wall-mounted display featuring, for restaurants and cafes, the actual menu as used at the dining table; or for businesses, official directory information and/or legal notices regarding the premises.

Building Official means the building official of the City of Celina and includes the building official's designee, or other official administering the chapter.

Canopy means a freestanding structure with a roof but no walls.

City means the City of Celina, Texas.

Civic Sign means a temporary stake sign that publicizes times or locations of meetings or special events of property owners associations or religious organizations. This definition excludes directional signs for regularly scheduled religious events. A civic sign may also publicize times or locations of special events for schools and athletic team registrations.

Clearance (of a Sign) means the smallest vertical distance between the grade of the adjacent street curb, sidewalk and/or other paved surface and the lowest point of any sign, including framework and embellishments, but excluding sign supports.

Development Sign means any onsite temporary residential subdivision or commercial development sign that identifies the developer, property owner, architect, contractor, lender, engineer, opening date, or any related party or other information for such building or land, including future development, current development, and project signs.

Digital Sign means an on-site, non-temporary sign that uses light bulbs or light emitting diodes to display messages of advertisement as announcements, to include all digital signs.

Dilapidated means any surface element, background, or support of any sign that has finished materials that are missing, broken, bent, cracked, decayed, harmful, hazardous, illegible, leaning, splintered, ripped, torn, twisted, or unsightly, including any illuminated elements that are dark or otherwise neglected.

Directional sign means any sign relating solely to internal pedestrian and vehicular traffic circulation, warning of obstacles or overhead clearance, or designating permissible parking within a complex or project without any form of advertising.

Director means the Director of Development Services of the City of Celina and includes his or her designee.

Earth Tone is a color scheme that draws from a color palette of browns, tans, greys, some greens, some oranges, whites, some blues, and some reds. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in dirt, moss, trees, and rocks.

Facade means all building wall elevations, including any vertical extension of the building wall (parapet), but not including any part of the building roof.

Face change means the replacing or revision of the logos, wording, etc., included on the front of the sign by means of replacing the physical material or by repainting or similar process. A "face change" includes the change of a sign face when a new business or tenant/owner wishes to locate a sign on the premises; however, it does not include reader boards or changeable copy signs.

Feather Flag means a wind device that contains a harpoon-style pole or staff driven into the ground for support.

Fine art means sculpture, fountain, mural, or similar object, containing no reference to or image of a business or its logo and is not used for advertising. Fine art is not considered as a sign.

Flag means fabric containing distinctive colors and patterns that represent an official symbol of a nation, state, school, religious group, or other type of public institution.

Flashing means to light suddenly or intermittently, including rotating, pulsating or a light source that changes or alternates the color of the light in sequence. "Flashing" does not include an digital sign as defined herein when operated in compliance with this Code.

Freestanding sign means a sign that is not attached to a building but is placed on or anchored in the ground and intended to be permanent.

Frontage means a boundary line separating public right-of-way from the lot or tract.

Garage sale sign means a sign, usually a stake sign, used for a "garage", "yard", "estate" or other types of residential sale of used tangible personal property such as clothing, household effects, tools, garden implements, toys, recreation equipment or other used or second hand items customarily found in and about the home and advertised in a manner to provide notice such that the public at large is, or can be, aware of such sale.

Government sign means:

- (a) A sign installed, maintained, or used by the city, county, State of Texas or the federal government that is required or specifically authorized for the public purpose pursuant to regulations promulgated by the state or federal government;
- (b) A traffic-related sign installed by any government agency within public right-of-way; or
- (c) A sign installed to convey information to the public regarding city, state, or federal government activities and events.

Graffiti means pictures, words or slogans, images, or other artwork painted, drawn, scratched or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise, marking it with words, pictures, or symbols, advertising, logos, relations with a group, indecent/vulgar images or offensive language(s).

Grand Opening means a commemoration that promotes the opening of a new business or development.

HAGL means height above ground level and is commonly used to describe the distance between the ground and the bottom of a sign of non-monument style signs on posts.

Home improvement sign means a temporary stake sign that displays the name of a roofing, fence, pool, paint, landscape, or other home improvement contractor.

Human sign means a sign held or attached to a human for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product. A person dressed in costume for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product shall also be construed as a human sign.

Illuminated sign means any sign which has characters, letters, figures, designs, or outlines illuminated directly or indirectly by electric lights, luminous tubes, or other means.

Incidental sign means a small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises (e.g., a credit card sign or a sign indicating hours of business), or identifying emergency telephone numbers, hours, and security information, generally located on a window or door. Incidental signs shall count toward allowed window signage.

Inflatable sign is any hollow sign expanded or enlarged by the use of gas or air.

Information signs means and includes bulletin boards, changeable copy directories, signs relating solely to publicly owned institutions (city, county, state, school district), or non-profit organizations (churches, homeowners associations) intended for use by the institution or organization that owns or is located on the property on which the sign is located to provide information to the public of a general nature or of general interest at the pedestrian level and isn't advertised to the street.

Logo means any registered trademark or insignia of a company or product that is commonly used in advertising to identify that company or product.

Memorial Signs or Tablets means and includes freestanding historical markers in accordance with state historical standards, and/or cornerstones with names and dates of construction of a building when cut into a building surface or inlaid upon it to become part of the building.

Menu board means a freestanding or wall sign used for the purpose of informing patrons of food which may be purchased on the premises.

Minor Modification means a minor change to the standards, but not the intent, of this Code, which involves the Director's approval.

Model home sign is a temporary real estate sign placed in front of a group of model homes that is removed from the premises upon sale of the last model.

Monument sign means a sign that is supported from the grade to the bottom of the sign and is surrounded and supported on all sides with a masonry framework.

Multi-tenant sign means a monument sign for a building complex, center, or corner that contains multiple businesses within a unified development that share the same site and have common building architecture, color, and materials, landscaping, and parking.

Municipal Board on Sign Control means the Board of Adjustment (BOA), pursuant to V.T.C.A., Local Government Code § 216.004 to consider certain matters related to the relocation, reconstruction, or removal of a sign legally erected within the city's corporate limits or extraterritorial jurisdiction.

Nameplate is a non-electrical, on-premises sign which communicates only the name of the residential occupant, name of a model home, or the address of the premises.

Nonconforming Sign Face means a sign face that does not conform to the regulations that impact the face of the sign prescribed in this Code, including but not limited to color of background and/or letters, and that existed lawfully on the date of adoption of this Code or applicable amendment hereto.

Nonconforming Sign Structure means a sign that does not conform to the regulations that impact the structure of the sign prescribed in this Code, including but not limited to sign type, height, size, or location, and that existed lawfully on the date of adoption of this Code or applicable amendment hereto.

Off-Premises Sign means a sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

Opaque means a material that does not transmit light from the internal illumination source.

Parapet means the extension of a false front or wall above a roof line.

Pole or Pylon Signs means freestanding signs that are supported by a structure extending from and permanently attached to the ground by a foundation or footing, with a clearance between the ground and the sign face.

Political Sign means a sign relating to the election of a person to a public office, relating to a political party, relating to a matter to be voted upon at an election called by a public body, or contains primarily a political message.

Portable Signs means signs not permanently affixed to a building, structure, or the ground; designed or installed in a manner allowing the sign to be moved or relocated without any structural or support changes. This definition includes, but is not limited to, "A" and "T" frame signs.

Projecting Sign means a sign attached to and projecting out from a building face or wall, generally at a right angle, including graphic or icon signs mounted perpendicularly to the wall.

Reader Board or Manual Changeable Copy Sign means a sign or part of a sign where the copy is replaceable and can be changed manually at will.

Real Estate Signs, Residential, or Commercial means temporary signs placed upon property indicating that particular property is for sale, rent, or lease.

Roof Sign means any sign installed over or on the roof of a building.

Scoreboards means signs erected at an athletic field or stadium and which are generally used to maintain the score or time expired in an event at the field or stadium. This definition shall also include signs mounted or applied to the outfield wall within a baseball field.

Searchlight means a searchlight used to direct beams of light upward for advertising purposes.

Sight Triangle means the area within a right triangle formed by extending the curb lines of intersecting streets from the point of intersection for a distance of forty-five (45) feet to the hypotenuse, or for streets intersecting a driveway or alley for a distance of twenty (20) feet to the hypotenuse.

Sign means any device, including its structure and component parts, which conveys messages for visual communication, notice, or advertising that is used for the purpose of attracting attention of the public, but not including any lawful display of merchandise. The term "sign" shall also mean and include any display of one or more of the following:

- (a) Any letter, numeral, figure, emblem, picture, outline, character, lights, announcement, trademark, or logo.
- (b) Multicolored bands, stripes, patterns, fabrics, pennants, ribbons, outlines, or delineations displayed for the purpose of commercial identification or attracting attention.
- (c) Anything specified above in part or in combination by any means whereby the same are made visible from beyond the boundaries of the lot or parcel of property on which the same are displayed for the purpose of attracting attention outdoors to make anything known, to include paint/color schemes or any illuminating device on buildings or other site features.

Sign Area means the actual area of the face of the sign determined from the outside edge of the frame itself including the area of the base and any surrounding masonry border, unless the shape of the sign is irregular (square, rectangle, triangle, or circle).

- (a) In the case of an irregular-shaped sign, the sign area shall be calculated by enclosing the extreme limits of the sign and forming a rectangle, which shall be measured by the overall height and width of the rectangle.
- (b) In the event two or more signs share a single structure, each sign or panel may be considered separately for square footage purposes, except that the combined footage of such signs cannot exceed the total square footage allowed for the sign. In the case of a monument sign, square footage shall be measured by the overall height and width of the sign, including the base/structure.
- (c) Double-faced signs shall be calculated as the area of one side only and three-dimensional or multi-faced signs shall be calculated as the sum of all visible sides.

Special Events Sign is a sign of a temporary nature other than those established by a business; for the purpose of advertising a special event pertaining to drives or events of a civic, philanthropic, cultural, educational, sporting events, concerts, or religious organization, excluding events that occur more frequently than once a month.

Stake Sign means a temporary sign that utilizes the support structure to anchor the sign to the ground by inserting the support structure into the ground, or any temporary sign attached to utility poles, street signs, or other objects. Also commonly called "bandit" or "snipe" signs.

Subdivision means, for purposes of this Code, the community in its entirety, not a phase, section, village, unit, or product line.

Subdivision Entrance Sign means a sign authorized for a project entry into a master planned residential subdivision or non-residential development, and contains only the name of the branded development or subdivision name with no other information.

"T" Frame Sign means a temporary sign that is constructed in such a manner as to form an inverted "T."

Vehicle Sign means a sign that is attached to or placed in or on a truck, bus, car, trailer, boat, recreations vehicle, or any other vehicle used for routine business. Vehicle signs shall exclude bumper stickers, license plates, and state required registration/inspection stickers.

Vending Machine Sign means a sign that is attached to a vending machine or gasoline pump and which generally advertises the products dispensed from the vending machine or gasoline pump or associated convenience store.

Wall Sign means a sign attached to the facade of a building or a canopy. Wall signs include signs on or affixed to walls, awnings, or other parts of the exterior of a building or canopy including walls.

Wind-Driven Sign means any sign consisting of one or a series of two or more banners, flags, feather flags, pennants, ribbons, spinners, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to natural or artificial pressure by wind or breeze.

Window or Door Surface Signs means signs visible from the public street or sidewalk and are installed or applied on or in a window or door, an incidental sign, or a sign that is located within three (3) feet of a window on a building's interior.

Yard Sign means a temporary stake sign that publicizes the arrival of a newborn or the participation of a family member in a school activity or sport. Yard signs shall also include signs that advertise the presence of a home security system.

Zoning Sign means a temporary sign erected to publicize a request to zone or rezone a property.

Sec. 3.07.003 Design and Construction Specifications

(a) Sign measurement Criteria.

(1) **Sign area measurement.** Sign area for all sign types is measured as follows:

- (A) Sign copy mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest rectangle(s) that will enclose the sign copy, the background, the structure, masonry border and base.
- (B) Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or surface of another structure, that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy, is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total sign.
- (C) Sign copy mounted, affixed, or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy. Such elements may include, but are not limited to lit canopy fascia signs; cabinet signs; and/or interior lit awnings.
- (D) Temporary signs mounted on posts or other objects are measured by the area of space the sign occupies, not the entire structure the temporary sign is affixed to.
- (E) Multi-face signs are measured as follows:
 - i. Two-face signs: The sum of all visible sides on three-dimensional signs.
 - ii. Three- or four-face signs: The sign area is 50 percent of the sum of the areas of all sign faces.
- (F) Spherical, free-form, sculptural, or other non-planar sign area is 50 percent of the sum of the areas using only the four vertical sides of the smallest four-sided polyhedron that will encompass the sign structure.

(2) **Sign height measurement.** Sign height is measured as follows:

- (A) Freestanding signs: The height of a freestanding sign shall be computed as the distance from the base of the sign at finished grade to the top of the highest attached component of the sign. The height of any monument sign base or other structure erected to support or adorn the sign is measured as part of the sign height. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.

- (B) Building mounted signs: The height of wall, fascia, mansard, parapet or other building mounted signs is the vertical distance measured from the base of the wall on which the sign is located to the top of the sign or sign structure.

(b) **Sign illumination.**

All permanent signs may be non-illuminated, illuminated by internal, internal indirect (halo), or lit by external indirect illumination, unless otherwise specified. Signs shall have no:

- (1) Flashing copy or lights;
- (2) Revolving beacon lights;
- (3) Chasing, blinking, or stroboscopic lights;
- (4) Fluttering, undulating, swinging, or otherwise moving parts.

For purposes of this Code an electronically controlled changeable-copy sign is not considered a flashing sign unless it directly falls under the definition of "flashing" as defined in this Code.

- (1) ***External Indirect Illumination.*** Externally lit signs are permitted to be illuminated only with steady, stationary, down directed or ground mounted, and shielded light sources directed solely onto the sign. Light bulbs, neon, or light tubes used for illuminating a sign shall be shielded and generally not be visible.
- (2) ***No traffic interference.*** An illuminated sign must not interfere with traffic or traffic devices. A sign lighted by incandescent light shall be installed to protect the driver of a vehicle from dangerous glare and to maintain visual clearance of all official traffic signs, signals, and
- (3) ***Exposed Tube Illumination.*** Exposed tube illumination, to include string lights, pod lights, strand tube, and any other similar luminous device, utilized as a sign copy projection, border, frame, or other embellishment of sign copy, or on other site/building features or a window consistent with the definition of "sign" in this Code is prohibited. Neon lettering on a monument or wall sign is allowed; framing of signs with neon is only allowed on wall signs. Complex-wide lighting may be allowed by the Director.
- (4) ***Digital Signs:***
 - (A) May be incorporated into a permitted monument sign on each tract or parcel of land, as provided herein. Digital signs oriented to motorists or the public right-of-way are not allowed on building walls or windows.
 - (B) May encompass all of the area of the sign within the one-foot masonry border on monument signs. Multi-tenant monument signs are limited to sixty (60) square feet in area within the one-foot masonry border.
 - (C) Any change of pictures or information on said sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
 - (D) Any change of pictures or information on the sign shall not change more often than once each three seconds for all displays on the sign.
- (5) ***Reader board or manual changeable copy signs.***
 - (A) May be incorporated into a permitted monument, multi-tenant, or wall sign on each tract or parcel of land, as provided herein.
 - (B) Shall not exceed 50 percent of the area of the sign.
 - (C) Mobile reader boards or manual changeable copy signs remain prohibited.

(c) **Location.**

- (1) ***Private property.*** All signs shall be located on private property and outside of public right-of-way with no setback unless otherwise specified.

- (2) **Sight triangle.** All signs shall be located outside of the sight triangle as defined within this Code, unless otherwise determined based upon field inspection by the City, which may result in reductions or increases to the sight triangle.
- (3) **Developed property.** All signs shall be located on developed property or property to which a building permit has been issued for construction of the use or building to which the sign is for, unless otherwise specified herein.
- (d) **Construction and Maintenance.** All signs shall be constructed and maintained in accordance to the following standards:
 - (1) **Construction.**
 - (A) All signs shall comply with the applicable provisions of the City adopted versions of the International Building Code, International Electrical Code, International Property Maintenance Code, and all other adopted model codes.
 - (B) Any sign as defined in this Code, shall be designed and constructed to withstand wind pressures and receive dead loads as required in the building code adopted by the City of Celina. Any sign, other than a wall sign, shall be designed, installed, and maintained so that it will withstand a horizontal pressure of no less than thirty (30) pounds per square foot of exposed surface.
 - (2) **Maintenance.**
 - (A) All signs shall be maintained in proper working order and good structural condition, in compliance with all building, electrical, and property maintenance codes, and in conformance with this Code, at all times.
 - (B) The Director shall have the authority to order the painting, repair, or replacement of a sign and accompanying landscaping.
- (e) **Removal.**
 - (1) **Illegal Sign.** Any sign erected or constructed after the effective date of this Code in violation of this Code must be removed or brought into compliance with the provisions of this Code.
 - (A) Upon a determination that any sign has been constructed or placed or is maintained in violation of the provisions of this Code, the City code enforcement officer ("code enforcement officer") shall give written notice of the violation to the owner or person entitled to possession of the sign and the owner(s) of the property where the sign is located by certified and regular mail, or by personal delivery. The notice must identify (legal description not required) the property where the sign is located, identify the provisions of the Code violated, and state that the sign must be removed or brought into compliance with the Code within 30 days of the date of the notice. If the illegal sign is a hazardous sign, as identified by this Code, the notice must state that the sign must be removed within 72 hours of the date of receipt of the notice. If the City is unable to contact the owner(s) or person entitled to possession of the sign by mail or personal delivery, the requirements of written notice shall be fulfilled by publishing notice in the newspaper.
 - (B) If the person or owner fails to remove the sign or bring it into compliance with this Code within 30 days after notice has been given, the code enforcement officer may, in accordance with the provisions contained herein, cause the sign to be removed at the expense of the owner or person entitled to possession of the property or sign, and shall, upon the determination of the expenses, certify them to the City. The decision of the

code enforcement officer to cause a sign to be removed may be appealed in accordance with this Code.

- (C) If appealed, this decision shall be subject to review by the Board of Adjustment, acting as the sign control board, in accordance with the provisions contained herein. Except as may be otherwise provided herein, appeal must be made in writing and submitted to the Director's office no later than ten days after the date of the notice issued by the code enforcement officer under subsection (e)(1)a. of this section. Notification of the date, time and location scheduled for the review of the Board of Adjustment shall be by certified mail. The Board of Adjustment may: (1) reverse the code enforcement officer's decision if it finds that the sign is in compliance with this Code; (2) uphold the decision of the code enforcement officer; or (3) issue its own removal or maintenance orders with respect to the sign. If removal or maintenance orders upheld or issued by the Board of Adjustment are not complied with within 15 days after the board's decision, or within 30 days after the decision of the date of the notice issued by the code enforcement officer, as set forth in subsection (e)(1)a. of this section, if no appeal is taken, the code enforcement officer may order the sign removed at the owner's expense under the provisions of this Code.
- (D) If the code enforcement officer orders the removal of an illegal sign and the sign is removed at the expense of the City, the code enforcement officer shall notify the property owner, the person entitled to possession of the sign or property, and each mortgagee and lienholder identified through a diligent effort, of the total costs incurred by the City for the removal of the sign within ten days after removal is accomplished. If the persons notified fail within 30 days after the date of notification to pay the entire costs and expenses of the removal, such costs and expenses shall be assessed on and the City shall have a lien against the property on which the sign was located. The lien is extinguished if the person entitled to the sign or property, the property owner or another person having an interest in the title to the property reimburses the City for the costs and expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the County in which the property is located. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the sign was located, the amount of expenses incurred by the City, and the balance due.
- (E) The City satisfies the requirements of this section to make a diligent effort or a reasonable effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the City searches the following records:
 - a. County real property records of the county in which the property is located;
 - b. Appraisal district records of the appraisal district in which the property is located;
 - c. Records of the secretary of state; and
 - d. Utility records of the City.
- (F) When the City mails a notice in accordance with this section to a property owner, lienholder, or mortgagee and the United States Postal Service returns the notice as

"refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

- (2) ***Abandoned Conforming Sign.*** An on-premises sign or sign structure must be removed on the first anniversary of the date the business or activity that the sign or sign structure identifies or advertises ceases to operate on the premises on which the sign or sign structure is located. If the premises containing the sign or sign structure is leased, the sign must be removed on the second anniversary after the date the most recent tenant ceases to operate on the premises. For purposes of this subsection, an "on-premises sign" means any sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity.
- (3) ***Nonconforming Signs.*** Removal of all other signs shall be accomplished by order of the municipal board on sign control in accordance with V.T.C.A., Local Government Code ch. 216, including the determination of compensation (if any) in connection therewith by the municipal board on sign control, refer to section 86-15.

(f) Other Governing Rules

It is acknowledged that other sign regulations may be contemplated within a special zoning district (e.g. downtown or commercial corridors), planned development district, special use permit, or other development agreement approved by the City Council. This Code governs except where those regulations supersede.

Sec. 3.07.004 General Provisions

(a) Prohibited Signs

Any sign not specifically authorized by this Code is prohibited unless required by law. The following signs and conditions are prohibited:

- (1) Signs shall have no: flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; search lights; or, fluttering, undulating, swinging, or otherwise moving parts. For purposes of this Code an electronically controlled changeable-copy sign is not considered a flashing sign unless it directly falls under the definition of "flashing" or "mobile" as defined in this Code;
- (2) No billboards shall be permitted;
- (3) No off-premises signs shall be permitted, except as specifically authorized in this Code;
- (4) Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, parkway, avenue, road, sidewalk, or other right-of-way, except as provided in this Code. The code enforcement officer may cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property;
- (5) Any sign attached to any public utility pole or structure, street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property, except as provided herein;
- (6) Any sign placed, which by reason of its location, will obstruct the view of any authorized traffic sign, signal or other traffic control device or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device;
- (7) Any sign which constitutes a traffic hazard including but not limited to signs containing words such as "stop," "look," "danger;"
- (8) Any sign placed within a sight triangle;

- (9) Any sign which is placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the International Building Code, or by city fire department regulations;
- (10) Any sign which emits audible sound, odor, smoke, steam, laser or hologram lights, or other visible matter, including any sign that employs any stereopticon, or motion picture projection;
- (11) Any sign placed, mounted, attached, or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on the public right-of-way or private premises in a manner intended to attract the attention of the public. This provision expressly excludes business signs that are permanently painted on, or magnetically attached to motor vehicles or rolling stock that are regularly and consistently used to conduct normal business activities. Even if, those vehicles shall be parked, if at all possible, in the rear or least conspicuous area on-site and should not be parked in a manner to draw attention;
- (12) The canopy band face shall be flat with no projections or stripes, be non-plastic and generally a metal or masonry based material, be primarily one earth-tone color that matches or accents the primary building, may not be backlit or otherwise illuminated or used as signage, and should generally be no greater than four (4) feet in height, except as follows:
 - (A) The canopy band face may utilize one small button logo on each face that can be internally illuminated, as long as each button logo does not exceed 15 square feet for bands three (3) feet in size and twenty (20) square feet for bands four feet in size, is generally as tall as it is wide, and does not protrude more than eighteen (18) inches from the canopy in any direction.
 - (B) The canopy band face may utilize an external LED halo type light, if properly shielded/recessed and oriented downward/upward so that only the "wash" is visible.
 - (C) The canopy band face may utilize internally illuminated rings, as long as the source is LED, it is flush with the band face and only protrudes nominally (up to a maximum of six inches), and the size of the ring does not exceed more than 25 percent for single rings and 50 percent for multiple rings of the thickness of the canopy band face.
- (13) Roof signs, excluding mansard roofs when constructed in compliance with this Code;
- (14) Banners, pennants, ribbons, balloons, feather flags, temporary signs, bollard sleeves, graffiti, inflatable signs, signs with arrows, and wind-driven signs except as provided herein;
- (15) Signs or banners erected or affixed within or projecting over any public right-of-way except as provided herein;
- (16) Bandit or stake signs;
- (17) Pole or pylon signs; corporate flags
- (18) Dilapidated, abandoned, and neglected signs;
- (19) Human signs and inflatable signs;
- (20) Searchlights, or other unpermitted lighting that draws attention or is a nuisance;
- (21) Reader boards or changeable copy signs;
- (22) Any digital billboard located, relocated, or upgraded along a regulated highway within the corporate limits or ETJ of the City, unless otherwise authorized in an approved agreement by City Council that requires the support pole to be encased in masonry and any associated lateral electric service lines to be buried; and
- (23) Any sign on commercial property designating reserved business or "no parking" spaces, except with director approval. All non-white parking lot striping.

(b) Exempt signs.

The following signs shall be exempt from obtaining a sign permit, but must meet the standards of this Code:

- (1) Any public notice, or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;
- (2) Any sign inside a building, not attached to a window or door, that is located more than three (3) feet from the window or door;
- (3) Works of fine art;
- (4) Holiday lights and decorations that do not meet definition of a sign;
- (5) Government signs erected by the City, county, state, or federal government in furtherance of their governmental responsibility;
- (6) Memorial signs or tablets and building markers displayed on public or private buildings and tablets or headstones in cemeteries;
- (7) Signs prepared by or for the local, state, or federal government marking sites or buildings of historical significance;
- (8) Nameplates as defined herein;
- (9) Announcement and Yard signs as defined herein;
- (10) Incidental signs as defined herein;
- (11) Signs for vendors that are exempt under the City's solicitor-vendors ordinance; and,
- (12) Blades/panels on multi-tenant monument sign.

(c) Permitted Signs

The following sign types are permissible upon issuance of a sign permit, unless exempted by this Code or Table A, subject to the following conditions and specifications listed in this section. Signs that do not comply with the following conditions and specifications are considered prohibited, including exempted signs. Table A identifies signs by type and land use category.

(1) *Temporary Signs***(A) "A" and "T" Frame Signs.****i. *Manner:***

1. The maximum sign area is twelve (12) square feet.
2. The maximum height is four (4) feet.
3. No more than one per business or tenant on the property is allowed. Larger projects may have more with Director approval.

ii. *Place:*

1. Signs shall be placed on an internal sidewalk or within the landscaping directly in front of the building or lease space in which the business is located and the property the business is located on. "A" and "T" frame signs are not permitted within the public right-of-way or the perimeter landscape buffer and sidewalks within the right-of-way. Urban areas may be less strict applying this section.
2. An unobstructed pedestrian clearance must be provided adjacent to the sign.
3. Should not be located in required parking spaces.
4. Should be placed no closer than twenty (20) feet from other "A" or "T" frame signs.

iii. *Time:* During business hours only.**(B) *Banner Signs.*****i. *Manner:***

1. Maximum sign area is forty-eight (48) square feet.
2. Maximum height is four (4) feet.
3. Big boxes & comparable may utilize banners up to one hundred (100) square feet in area.
- ii. *Place:* Must be on-site and shall be securely attached.
- iii. *Time:* One banner sign may be installed up to 14 days one time per calendar year. Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as allowed per this Code.

(C) Development Signs.

i. *Manner:*

1. Maximum sign area is ninety-six (96) square feet.
2. Can be freestanding with a four-foot clear space above the ground (HAGL).
3. Maximum height is fifteen (15) feet.
4. Residential. The allowed signage is based upon the number of lots each builder controls.

LOTS	Number of Allowed Signs
Less than 100	One Sign per Entrance
100-500	Three Signs
500- 1,000	Four Signs Plus one (1) sign up to 96 sq. ft.
More than 1,000	Five Signs Plus two (2) signs up to 96 sq. ft. with one 96 sq. ft. sign allowed to be off-site

5. Commercial. The allowed signage is based upon acreage. If less than 15 acres, then one (1) sign per street frontage. If greater than 15 acres, then three (3) signs.
6. Materials must be weather and fade resistant.
- ii. *Place:*
1. Development signs shall be located on on-site, unless otherwise allowed herein.
- iii. *Time:* Shall be removed when the project is completed, as determined by the Director.

(D) Garage Sale Signs.

- i. *Time.* No sign permit required. No sign shall be displayed more than 24 hours in advance of the garage sale and all signs must be immediately removed at the end of the garage sale.
- ii. *Place.* Garage sale signs shall be located only on a private residential property with the consent of the property owner. Garage sale signs shall not be placed on a vehicle, fence, pole, tree, median, or railing. Garage sale signs shall not contain any balloons, wind devices or other type of sign, except stake signs, unless meeting the definition and requirements for that type of sign. Garage sale signs shall not be placed on public property, right-of-way, easement, utility pole, sidewalk or other public way.
- iii. *Manner.* A garage sale sign shall not exceed six (6) square feet in area (typically two (2) feet x three (3) feet). The maximum height of a garage sale sign shall not exceed four (4) feet.

(E) Grand Openings.

- i. **Manner:** Temporary signs that are otherwise prohibited may be utilized in conjunction with a Grand Opening and do not count against the business' other temporary sign rights.
- ii. **Place:** Must be on private property and not a hazard to motorists nor pedestrians.
- iii. **Time:** Individual lease spaces, free-standing pad sites, and multi-family developments may utilize grand opening rights for up to 2 weeks following issuance of a CO or temporary CO (not mere ownership changes), or from another pragmatic date. Big boxes or other comparable projects may utilize grand opening rights for up to 30 days following issuance of a CO or temporary CO, or from another pragmatic date.

(F) Model Home Signs.

- i. **Manner:**
 - 1. Maximum sign area is sixty (60) square feet with monument style and no HAGL. The 1' masonry border is not required.
 - 2. Maximum height is eight (8) feet.
 - 3. One sign per cluster of model homes per builder.
 - 4. A nameplate sign that identifies the individual product name is exempt if it does not exceed six (6) square feet or three (3) feet in height.
- ii. **Place:** Must be placed in front of a cluster of one or more model homes per builder.
- iii. **Time:** All model home signage must be removed from the premises upon sale of the last model in the cluster.

(G) Real Estate Signs, Residential.

- i. **Manner:**
 - 1. Maximum of one sign per street frontage per lot.
 - 2. Maximum of six (6) square feet in area.
- ii. **Place:** Must be located only on the lot/property that is for sale or lease.

(H) Real Estate Signs, Commercial.

- i. **Manner:**
 - 1. Maximum of one sign per street frontage.
 - 2. Maximum of forty (40) square feet in area, can be freestanding, with a maximum height of eight (8) feet and a maximum HAGL of four (4) feet.
- ii. **Place:** Must be located only on the lot/property that is for sale or lease.
- iii. **Time:** Up to one year following the issuance of the final Certificate of Occupancy (CO) for the shell building. Thereafter, a "for lease" or "for sale" banner may be securely attached to the building, one per street frontage or lease space, and up to thirty-two (32) square feet in area. This banner will not require a permit.

(I) Stake Signs.

All stake signs are subjected to the following area and height restrictions unless otherwise specified:

- i. **Manner:**
 - 1. Maximum sign area is six (6) square feet, except for signs identifying the presence of a home security system, which shall not exceed one (1) square foot.
 - 2. Maximum height is three (3) feet, excluding yard signs.
- ii. **Place:**
 - 1. **Civic:** Signs may be located in the right-of-way, excluding medians, or on private property. Signs located on private property away from the activity site shall have permission from the property owner.

2. *Home improvement*: Signs shall be placed on the lot to which home improvement is occurring. In general, signage shall not be located closer than ten (10) feet to the edge of street pavement.

3. *Open house*: Signs shall be located on private property. Signs located on private property away from the activity site shall have permission from property owner. In general, signage shall not be located closer than ten (10) feet to the edge of street pavement.

4. *Yard signs*: Shall be located only on lots with an occupied single-family, two-family, or multi-family dwelling generally within ten (10) feet of the building footprint.

iii. *Time*:

1. *Civic*: Signs shall be erected no more than seven days prior to the meeting or event and removed no more than 48 hours after the meeting or event.

2. *Home improvement*: Signs shall be removed at time of project completion.

3. *Open house*: Signs shall be erected no earlier than two hours prior to the time of the open house and shall be removed no later than two hours after the open house.

4. *Yard sign*: No restriction.

(2) **Permanent signs.**

(A) **Awning and Canopy Signs.**

i. *Manner*:

1. One per occupancy per building face.

2. Minimum eight (8) feet pedestrian clearance above sidewalk level.

3. Any associated signage with an awning shall meet the area regulations of a wall sign to be cumulatively calculated.

4. If acting as an auxiliary business sign in downtown, it shall be located on the valance only, and the height of the lettering shall not exceed four inches, unless it is a "ghosted-in" silhouette on the awnings.

5. Internally illuminated awnings shall count toward wall sign calculations.

6. Awnings are subordinate to architectural masonry requirements in that awnings should be functional and decorative enhancements to a building and not a method to achieve additional branding beyond what is intended by this Code.

ii. *Place*: Supporting structure of an awning or canopy may not encroach into or over the street right-of-way.

iii. *Other*. Fuel canopies and similar structures shall abide by the sign restrictions within this Code and not display prices. A canopy shall have its support structure (columns) encased in masonry with a pitched roof of standing seam metal.

iv. *Other*. Canopies for car washes, vacuum stalls, or other similar structures shall utilize a metal roof (not fabric) and shall use a muted shade of earth tone color.

(B) **Directional.**

i. *Manner*:

1. Maximum sign area is six (6) square feet.

2. Maximum height is three (3) feet.

3. Style of signs shall be consistent with building materials and architecture of building within the project site with a monument style base.

4. The Director, or his or her designee, has the final discretion to approve or not approve a proposed directional sign based on its location or necessity.

ii. *Place*:

1. Shall be located a minimum of (twenty-five) 25 feet from street right-of-way.

(C) Flags.

- i. *Manner:*
 - 1. Maximum area is sixty (60) square feet, excluding government flags.
 - 2. The maximum height of a flagpole or other supporting structure in the low-density residential land use category shall not exceed twenty (20) feet. The maximum height in all other land use categories shall not exceed thirty-five (35) feet.
 - 3. Each home builder may install a maximum of one non-government flag per model home or cluster of model homes.
- ii. *Place:* Shall be located on the property and setback a minimum distance equal to the height of the pole from any property line.
- iii. *Time:* Builder flags must be removed when the project is complete.

(D) Information.

- i. *Manner:*
 - 1. Maximum sign area is twenty (20) square feet.
 - 2. Maximum height is six (6) feet.
 - 3. A maximum of one information sign shall be allowed for each publicly owned institution or non-profit organization.
- ii. *Place:*
 - 1. At a public building or church, such sign shall be located at or near the building entrance and not oriented towards motorists nor the right-of-way.
 - 2. For a neighborhood, such sign shall be located within the subdivision at a commonly traveled location, such as near the neighborhood park or amenity center, the main mail station, or the main entrance to the neighborhood. Such sign shall be located on property maintained by the neighborhood/homeowners association or with a written agreement between the property owner and the association. Such sign shall not be placed closer than 150 feet from the intersection of a collector street and a major or principal thoroughfare, as defined in the Celina Master Thoroughfare Plan.

(E) Menu Board Signs.

- *Drive-through menu board.*
- i. *Manner:*
 - 1. Shall be a monument-style sign and does not have to meet illumination standards.
 - 2. The design, materials, and finish shall match the front facade of the building(s) on the same lot.
 - 3. One drive-through menu board per drive-through lane. One pre-order monument sign is also allowed per lane.
 - 4. Maximum area is 120 square feet (including pre-order signage).
 - 5. Maximum height is eight (8) feet.
- ii. *Place:* Shall be located to the side or rear of the primary building(s) on the lot within a drive-through lane.
- *Drive-in menu board.*
- i. *Manner:*
 - Shall be a monument-style sign or attached directly to support columns of a canopy that covers the drive-in stalls.

- The design, materials, and finish shall match the front facade of the building(s) on the same lot.
 - One drive-in menu board per ordering station.
 - Maximum area is fifteen (15) square feet.
 - Maximum height is six (6) feet.
- ii. *Place:* Shall be located adjacent to the drive-in stall or attached directly to support columns of a canopy that covers the drive-in stalls.

(F) Monument Signs.

- i. *Manner:*
1. The maximum area is sixty (60) square feet.
 2. The maximum height is eight (8) feet.
 3. One per lot or pad site.
 4. A corner lot shall be allowed one additional monument sign on its other street frontage.
 5. Sign structure and base shall be masonry. The design and construction of monument signs shall be compatible with the architecture and style of the development of the project site.
 6. Signs shall contain a minimum one-foot masonry (brick/stone) border around all sides of the sign. A sign constructed entirely of masonry materials shall satisfy the border requirement. The one-foot masonry border is included in the maximum area of a sign.
 7. The street address shall be included on the sign and be a minimum six inches in height, decorative metal, and of contrasting color with the monument.
- ii. *Place:*
1. Shall be located behind the property line on private property.

(G) Multi-Tenant Monument Sign.

- i. *Manner:*
1. Shall include the name and address of the development when practical.
 2. Sign structure and base shall be masonry. The design and construction of monument signs shall be compatible with the architectural style, design, color, and material of the development(s) on the project site.
 3. Business identifications on panels should generally occupy a panel size that proportionally corresponds to its presence within the commercial development. For example, a small individual tenant lease space should not occupy a larger panel, and a big box should occupy a larger panel.
 4. The maximum area shall be based upon the size of the development and its number of tenant lease spaces.
 - Five acres or less is 100 square feet.
 - For every acre over five acres, the sign size may be increased by ten (10) square feet with the maximum allowed area of 200 square feet.
 5. The maximum height shall not exceed ten percent (10%) of the sign's maximum allowed area.
 6. Signs shall contain a minimum one-foot masonry (brick/stone) border around all sides of the sign. A sign constructed entirely of masonry materials shall satisfy the border requirement. The one-foot masonry border is included in the maximum area of a sign.

7. A multi-tenant monument sign shall be located within a development that consists of multiple businesses with exterior entrances which are united through common building architecture, color, and materials, landscaping, and parking.
8. One multi-tenant monument sign is permitted per street frontage of a development. One additional multi-tenant monument sign is permitted along a street for each additional 750 linear feet of street frontage that exceeds 750 linear feet of street frontage. No more than four signs shall be allowed per development.
9. Shall be located behind the property line on private property.
10. Where exists a contiguous and unified commercial development larger than five acres in size, multi-tenant signs will be allowed to advertise any off-site business residing in said development, with owner permission, so long as the business does not already have its own monument sign. Interior commercial pad sites can also elect to install an off-site monument within a unified commercial development if within a sign easement and not already on a multi-tenant sign.
11. For tracts 30 acres or larger adjacent to the Dallas North Tollway or Collin County Outer Loop, a maximum of 240 square feet is allowed.

(H) Projecting Sign.

- i. General.
 1. A maximum of one (1) per occupancy per building face.
 2. A maximum area of six (6) square feet in area, and a maximum of three (3) feet in width.
 3. Distance from the sidewalk to the lower edge of sign shall be higher than eight (8) feet.
 4. The sign shall not project above the top edge of the wall it is attached to.
 5. Maximum sign area is included as part of the maximum area for wall signs.
 6. The Director may allow up to a maximum area of 200 square feet, including super graphics, when proposed for structures with the following uses:
 - a. Theater, indoor (single tenant).
 - b. Theater, drive-in (single tenant).
 - c. Commercial amusement, indoor (single tenant).
 - d. Mixed-use building.
 - e. Hotel.
- ii. *Place.* Located on the building in which the business or use is conducted or on the wall attached to said building.

(I) Scoreboards.

Shall be located within the limits of and face into the athletic field or stadium.

(J) Subdivision Entrance Sign.

- i. *Manner:*
 1. Should be a monument sign constructed of stone, brick, or other maintenance free material, or incorporated into the masonry screening wall. Generally post, panel, or plaques are not suitable for entrance signs.
 2. The design and construction must be compatible with surrounding development and may appear on both sides of the entrance and within a landscaped divided entry median.

3. Lighting should be ground lights, lights attached to the top of the sign focused downward directly on the sign, or other lighting that is not internally illuminated.
4. Landscaping should be thoughtfully incorporated and may include berms, planting beds, and other quality installations.
5. The maximum height of any architectural feature shall not exceed twenty (20) feet.
6. The size, scope, and focal point of entrance signs should be in scale with the size of the associated development and provide a sense of arrival and branding, subject to review and approval by the Director.

ii. *Place:*

1. Shall be located outside sight triangles.
2. Signs should be located in HOA open space lots and not on private property, unless within an easement.
3. If not on private property or an HOA lot, then the City may enter into a license agreement to permit a subdivision identification sign to be located within public right-of-way. The license agreement shall be in a form acceptable to the City.
4. Signs may be located at entrances into the subdivision, or at focal/accentuation points within the subdivision. Entrance signage should be in proportion to the entrance, whether it is primary, secondary, or tertiary.

(K) Wall Sign.

i. *Manner:*

1. For each one linear foot of the primary building face (or lease space), two (2) square feet of wall sign is allowed. A maximum of 200 square feet of wall signage is allowed per building or tenant. Big box primary tenants may use a total of 400 square feet.
2. Sign area allowance shall be calculated/applied cumulatively for all proposed wall signage. Secondary use wall signs shall not be installed without the primary use first having a compliant wall sign. The Director can discretionarily provide minor modifications to area for corner locations with multiple fronts or in other similar situations.
3. Maximum height shall not project above the roof line, or top edge of parapet wall or mansard roof.
4. Signs that project three inches or more from the wall shall maintain a minimum clearance of nine (9) feet from the ground.
5. The Director shall ensure adequate proportion, separation, and scale for wall signs. For buildings with a height of five (5) stories or greater (>), a wall sign may extend above the roofline of the building on which it is attached up to twenty-five (25) percent of the sign's height

- ii. *Place:* Located on the building in which the business or use is conducted or on the wall attached to said building. Tenants within a shell strip building shall install the sign on the wall of the lease space they occupy and not elsewhere on the strip building.

(L) Window.

i. *Manner:*

1. Maximum sign area is 25 percent of the window area per wall. Signs exceeding 25 percent may be calculated against the maximum wall sign area permitted, upon discretionary review and approval by the Director.
2. Incidental signs shall count towards the maximum window sign area. "Open" signs are limited to one per primary business entrance.

3. Neon signs are allowed (if installed a minimum of 5' behind windows) in commercial districts.

4. Incidental signs, neon signs, and all other wall/window signage shall be static with no blinking, strobing, revolving, flashing, chasing, or other moving elements.

(d) Political signs.

- (1) Political signs may be erected in accordance with this Code upon private premises. Political signs are not allowed on utility poles, in public easements, on public fences or buildings, or any city property or city right-of-way. Political signs located on private property, which is not the property of the owner of the sign, shall have permission from property owner.
- (2) Political signs may not:
 - i. Have an effective area greater than thirty-six (36) feet;
 - ii. Be more than eight (8) feet in height;
 - iii. Be illuminated; or
 - iv. Have any moving elements.
- (3) Notwithstanding the provisions of subsection (a) of this section, two political signs per candidate (or per measure or proposition) may be lawfully erected on any city-owned property that has been designated as an election polling place for the time period beginning with early voting by personal appearance and continuing through the completion of the election contest including, if applicable, any runoff election. The placement of such sign must comply with the Texas Election Code's location requirements and may not:
 - i. Have an effective area greater than four (4) feet;
 - ii. Be more than two (2) feet in height;
 - iii. Be illuminated; or
 - iv. Have any moving elements.

(e) Nonconforming signs.

- (1) *Nonconforming sign structure.* A sign that does not conform to the regulations relating to the structure of the sign prescribed in this Code, including but not limited to sign type, height, size, or location, and that existed lawfully on the date of adoption of this Code or amendment hereto (as applicable) shall be deemed a nonconforming sign structure. A nonconforming sign structure may be maintained in its current location until one of the conditions outlined in subsection (e) of this section occurs at which time the sign structure must be removed in accordance with this section or modified to bring the sign structure into conformance with current ordinances. The sign structure must be maintained and the degree of nonconformity may not be increased; however, a face change may occur without altering the nonconforming status of the sign structure and without the need to bring the structure into compliance with this Code, unless otherwise provided for herein.
- (2) *Nonconforming sign face.* An internally illuminated sign face that does not conform to the regulations that impact the face of the sign prescribed in this Code, including but not limited to color of background and/or letters, and that existed lawfully on the date of adoption of this chapter or amendment hereto shall be deemed a nonconforming sign face. A nonconforming sign face may be maintained in its current location until one of the conditions outlined in subsection (d) of this section occurs at which time the sign face must be removed in accordance with this section or modified to bring the sign face into conformance with current ordinances. The sign face must be maintained and not moved, altered, removed, reinstalled or replaced until it is made to conform with this Code.

- (3) *Billboards*. When a property with an existing billboard, whether legal nonconforming, illegal, legal, or any other status, applies for a permit from the City, the billboard shall have its support pole encased in masonry and any associated lateral electric service lines buried prior to any certificate of occupancy being issued for the parent project.
- (4) *Removal of nonconforming sign faces*. The right to continue all nonconforming sign faces shall cease and such sign face shall be removed whenever:
- i. An approved application for certificate of occupancy or a certificate of occupancy for a change of business is issued as provided in the comprehensive zoning ordinance and the existing sign face is associated with the previous business.
 - ii. A change of occupancy classification occurs as described in the building code and the sign face is associated with the classification change.
 - iii. The business advertised on the sign ceases to operate on the premises on which the sign is located.
 - iv. A sign face is altered, repaired or reinstalled without a permit pursuant to the provisions of the chapter.
 - v. A sign face, or a substantial part of the sign face, is blown down or otherwise destroyed, damaged or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign face; for purposes hereof, a sign or substantial part of it is considered to have been destroyed if the cost to repair the sign face exceeds 60 percent of the cost of erecting a new sign face at the same location.
 - vi. A sign face has been blown down, dismantled, deteriorated or dilapidated, or has been otherwise deemed unsafe.
- (5) *Removal of nonconforming sign structures*. The right to continue all nonconforming sign structures shall cease and such sign structure and sign face shall be removed (compensation, if required for such removal, as determined by the Board of Adjustment in accordance with V.T.C.A., Local Government Code ch. 216, may be awarded) whenever:
- i. The property is rezoned and the existing business ceases to operate on the premises on which the sign structure is located, and the sign is no longer allowable in the new zoning classification.
 - ii. The structure is altered, remodeled, removed, or rebuilt and the costs of the alteration, remodel or rebuild exceeds 60 percent of the value of the altered structure, prior to the alteration, remodel or rebuild. Values shall be based upon County Appraisal District records.
 - iii. The sign structure is altered, moved, repaired, or relocated without a permit pursuant to the provisions of the chapter.
 - iv. The sign, or a substantial part of the sign, is blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign; for purposes hereof, a sign or substantial part of it is considered to have been destroyed if the cost to repair the sign exceeds 60 percent of the cost of erecting a new sign of the same type at the same location.
 - v. The sign leans such that an angle between the sign and the ground is 70 degrees or less.
 - vi. The sign has been blown down, dismantled, deteriorated, hit by motorist, or dilapidated, or has been otherwise deemed structurally unsafe.
 - vii. An occupancy change occurs as described in subsections (d)(1), (2) or (3) of this section and the non-conforming sign structure is an off-premises or on-premises wall sign.

(f) Hazardous signs.

- (1) Except as otherwise provided by law or this Code, no person may install, maintain, or use a sign that:
 - i. Obstructs a fire escape, required exit, window, or door used as a means of escape.
 - ii. Interferes with a ventilation opening, except that a sign may cover a transom window if otherwise in compliance with the International Building and Fire Codes.
 - iii. Substantially obstructs the lighting of public right-of-way or other public property, or interferes with a public utility or traffic control device;
 - iv. Contains or utilizes a supporting device placed on public right-of-way or other public area within the City limits or the extraterritorial jurisdiction of the City, unless the use of the public right-of-way or other public area has been approved by the City and a right-of-way joint use agreement and/or license agreement has been filed and approved.
 - v. Is illuminated in such a way as to create a hazard to pedestrian, bicycle, or vehicular traffic.
 - vi. Creates a traffic hazard for pedestrians, bicyclists, or motorists, by restricting visibility at a curb cut or adjoining public street.
 - vii. Has less than sixteen (16) feet of clearance above street pavement grade and/or is located outside public right-of-way and within the sight triangle at an intersection that results in impaired sight distance of users of the intersection.
 - viii. Violates a requirement of the electrical code.
 - ix. Is determined by the building official to be dangerous.
- (2) Notice that removal of a hazardous sign is required shall be given by the Director in accordance with this Code. Once notice is provided, the sign must be removed or appeal taken within 72 hours after receipt of such notice.
 - i. If after such time the sign is not removed and no appeal is taken, the Director may enter the premises and abate the hazardous condition. The reasonable cost of abating the hazardous sign, together with interest on the unpaid balance at the interest rate of ten percent, shall be taxed as a lien against the property on which the sign is located. Such lien shall attach in accordance with this Code.
 - ii. A sign removed under this provision shall be held for a period of no less than 60 days after its removal before disposal of the removed sign. If during this period the owner of the sign pays the storage fee, the Director shall return the sign to its owner. This provision is not exclusive and in no way restricts or modifies any method authorized by law to seize evidence of a crime.

(g) Notification.

Notification of violations of this chapter shall be consistent with the requirements of V.T.C.A., Government Code.

(h) Variances.

A variance to the provisions of this Code shall be considered an exception to the regulations, rather than a right. Whenever a sign to be erected is of such unusual size, shape or nature that the strict application of the requirements contained in this Code would result in substantial hardship or inequity, the Board of Adjustment, acting as the sign control board, may vary or modify, except as otherwise indicated, such requirements in accordance with the provisions listed below, so that the developer may erect a sign in a reasonable manner, but so that, at the same time, the public welfare and interests of the City are protected and the general intent and spirit of this Code is preserved. In no event, however, may a

variance be granted to the administrative process, to the permit requirements, or allowing a prohibited sign as contained in this Code.

- (1) *Jurisdiction*. When a written request for a variance from the design requirements of this Code is filed:
 - (A) After conducting a public hearing concerning such requested variance(s), the Board of Adjustment may approve or deny a request for a variance to the design standards and such variance(s), if granted, shall also be considered to be a modification of the sign regulations, applicable to the specified property within such development within the City limits or ETJ.
- (2) *Approval*. In granting approval of a request for variance, the Board of Adjustment (BOA) shall conclude that the variance is not contrary to the public interest and, due to special conditions; a literal enforcement of this Code would result in unnecessary hardship, and so that the variance observes the spirit of this Code and concludes that substantial justice is done. The Board of Adjustment shall meet these requirements by making findings that:
 - (A) The public convenience and welfare will be substantially served;
 - (B) The appropriate use of surrounding property will not be substantially or permanently impaired or diminished;
 - (C) The applicant has not created the hardship from which relief is sought;
 - (D) The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surrounding property;
 - (E) The hardship from which relief is sought is not solely of an economic nature;
 - (F) The variance is not contrary to the public interest;
 - (G) Due to special conditions, the literal enforcement of this Code would result in an unnecessary hardship; and
 - (H) In granting the variance, the spirit of this Code is observed and substantial justice is done.
- (3) *Appeal*. The Board of Adjustment's decision is final.

(i) Amendments.

The City Council may, from time to time, adopt, amend, and make public rules and regulations for the administration of this Code.

(j) Enforcement.

- (a) *Penalty*. Any person, firm, or corporation who shall violate any of the provisions of this Code or cause or permit the same to be done in violation of this Code shall be guilty of a class C misdemeanor and, upon conviction, shall be subject to a fine not to exceed the maximum permissible fine allowed by state law and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- (b) *Administrative action*. The City and/or the City Manager shall enforce this Code by appropriate administrative action, including but not limited to the rejection of plans, maps, plats, and specifications not found to be in compliance with this Code and good engineering practices, and the issuance of stop work orders.
- (a) *Court proceedings*. Upon the request of the City Council, the City Attorney or other authorized Attorney shall file an action in the district courts to enjoin the violation or threatened violation of this Code, or to obtain declaratory judgment, and to seek and recover court costs and attorney fees, and/or recover damages in an amount sufficient for the City to undertake any construction or other activity necessary to bring about compliance with a requirement regarding the property and established pursuant to this Code.

Table A - Allowed Sign Types by Land Use Category

Sign Type	Land Use Category		
	SF Residential	Multi-Family	Commercial
Temporary Signs			
"A" and "T" Frame	X	C	C
Banner	X	P	P
Development Sign	P	P	P
Grand Opening	X	C	C
Government or Special Events	C	C	C
Model Home	P	X	X
Real Estate, Commercial	X	C	C
Real Estate, Residential	C	X	X
Bandit Stake Signs	C	C	C
Permanent Signs			
Awning/Canopy	X	C	C
Building Directory / Information / Incidental	X	C	C
Directional	X	P	P
Flags	C	C	C
Menu	X	X	P
Monument	X	P	P
Multi-Tenant Monument	X	P	P
Multi-Tenant Panel	X	C	C
Projecting	X	P	P
Subdivision Entrance	P	P	P
Wall	X	P	P
Window	X	X	C

X	Not allowed
P	Allowed only with permit
C	Allowed in compliance with Code; no permit required

Sign Code

Revisions

City Council – Work Session

July 14, 2020

Background

Discuss and provide feedback on proposed revisions to Chapter 3 (Building Regulations), Section 7 (Signs) of the Code of Ordinances.

Sign, sign, everywhere a sign
Blockin' out the scenery, breakin' my mind
Do this, don't do that, can't you read the sign?
-Five Man Electric Band (1971)

Overview

- The maintenance of existing ordinances is considered routine in order to maintain a healthy and functioning regulatory framework
- Emerging technology, market shifts, and lessons learned around the region offer opportunity for improvement
- Signs play a critical role in the beautification and performance of a community

Things to Note

- The sign ordinance is universal, as it also applies to the ETJ
- Special areas such as Downtown and the DNT follow the sign ordinance with a few additional special regulations/exceptions
- Litmus Test: Is the sign . . .
Ø Safe? Effective? Attractive?

Wall Signs

- Most common sign type
- No changes



Monument Signs



Attachment: Staff Presentation (Sign Ordinance Worksession)

Monument Signs

Many cities require monument signs to have a “masonry border” for improved aesthetics



Monument Signs

Many cities require monument signs to have a “masonry border” for improved aesthetics



Sign Setbacks

- The vast majority of sign variance requests in the past were for setback reductions
- Sign setbacks were created for the era of pole signs and no landscape buffers; they are largely considered obsolete today
- Current setbacks are proposed to be eliminated with restrictions for sight visibility
- Signs installed with a large setback can divert the eyes of motorists

Sign Setbacks

Can't you read the sign?



Sign Setbacks

Can't you read the sign?



Sign Setbacks

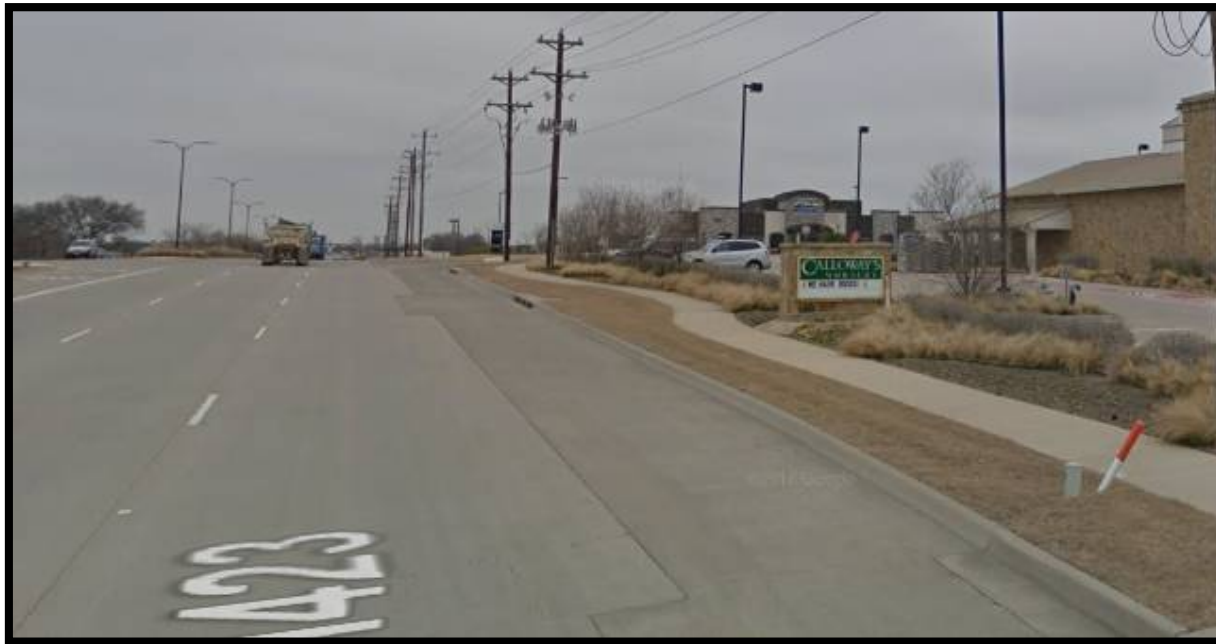
No setback, no problem



Attachment: Staff Presentation (Sign Ordinance Worksession)

Sign Setbacks

No setback, no problem



Multi-Tenant Signs

A monument sign for a building complex, center, or corner that contains multiple businesses within a unified development

Business Community Input

- Size limits too small (i.e. ineffective)
- Excessive Setbacks

Multi-Tenant Signs

Regional Standard

Attachment: Staff Presentation (Sign Ordinance Worksession)



Multi-Tenant Signs

Current Ordinance



Prohibited Signs: Bandit / Stake

No changes proposed



Attachment: Staff Presentation (Sign Ordinance Worksession)

Prohibited Signs: Others

- No changes proposed to billboards, feather flags, streamers, etc.



Temporary Signs: Banners

- No changes proposed
- Allowed once per calendar year, per business, with a permit

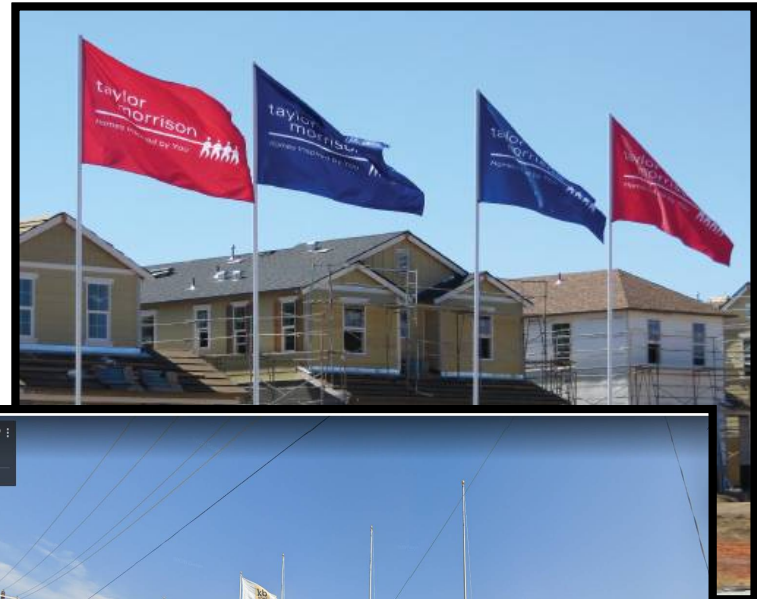


Grand Openings

- Currently allowed for a maximum of 14 days
- Limited sign types allowed; can be confusing
- Staff proposes a slight modification for grand opening signage:
 - Ø Pad sites & lease spaces – 2 weeks
 - Ø Big boxes – 1 month
 - Ø All sign types allowed (during grand opening)
 - Ø No permit – just compliance with time frame

Flags

- Cannot regulate government flags
- Many cities regulate builder and corporate flags, as they function as pole signs
- Staff suggests allowing for Builder flags, yet limiting them in overall number



Attachment: Staff Presentation (Sign Ordinance Worksession)

Temporary: Development Signs

- Current regulations are not market friendly (too few, too small)
- Slight increase in number & size
- No changes to the kiosk program



Summary of Proposed Changes

- General clean-up & housekeeping
- Relaxing size limitations and setbacks
- Improving aesthetics for monuments
- Simplifying Grand Opening signage
- Limiting overall number of flags for a project
- Easing Development Sign restrictions

Next Steps

- Discussion & Feedback
- City Council: 7-14-20 (work session)
- City Council: 8-11-20 (ordinance adoption, if directed to make changes)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Noise Ordinance (Construction Activity) Worksession

Action Requested:

Discussion regarding the Noise Ordinance, (construction activity). (McAfee)

Supporting Documents:

- Staff Presentation

Staff Recommendation:

NA

Noise Ordinance

Construction Noise Hours

City Council – Work Session

July 14, 2020

Background

- As the City grows, the impact of construction on existing residents has been a more frequent source of complaints
- While researching internally, Staff discovered that various departments had various literature or various understandings of how the Noise ordinance applied
- It is timely to evaluate construction noise hours

Construction Noise

- Permitting: 7-10 M-F; 7-5 weekends
- Engineering: 7-7 M-F; 8-5 weekends
- Others had other information

Current Ordinance:

- 6 AM - 10 PM, 7 days a week

Items to Note

- Balancing the interests of residents and construction is important
- Residents always have the right to file a noise complaint through the Municipal Court
- Current ordinance only applies to construction noise within 150' of a residential property line or within a residential district
- The ordinance does not restrict construction activity beyond these hours – just loud noise

Policy Considerations

- Should the current ordinance (6-10 daily) be changed?
- If so, to what hours?
- 7-8 is common
- 7 days a week is important for consistent administration and understanding
- After-hour permits are routine during certain times of the year

Next Steps

- Discussion & Feedback on what the hours should be for construction noise
- City Council: 7-14-20 (work session)
- City Council: 8-11-20 (ordinance adoption, if directed to make changes)



Parks and Recreation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Cody Webb, Director of Parks and Recreation
Date: July 14, 2020
Re: <Insert Subject/RE Here>

Action Requested:

Discussion regarding artificial turf on Downtown Square. (Webb)

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:



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Green Meadows Supplement

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Smiley Water Control and Improvement District No. 1, Smiley Water Control and Improvement District No. 2, Smiley Road, Ltd., Green Meadows Communities Inc., Mustang Special Utility District, and Green Meadows Master Community Inc. ("HOA"). (Green Meadows Supplement) (McAfee)

Applicant:

Tomlin Investments
4265 Kellway Circle
Addison, Texas 75001

Background:

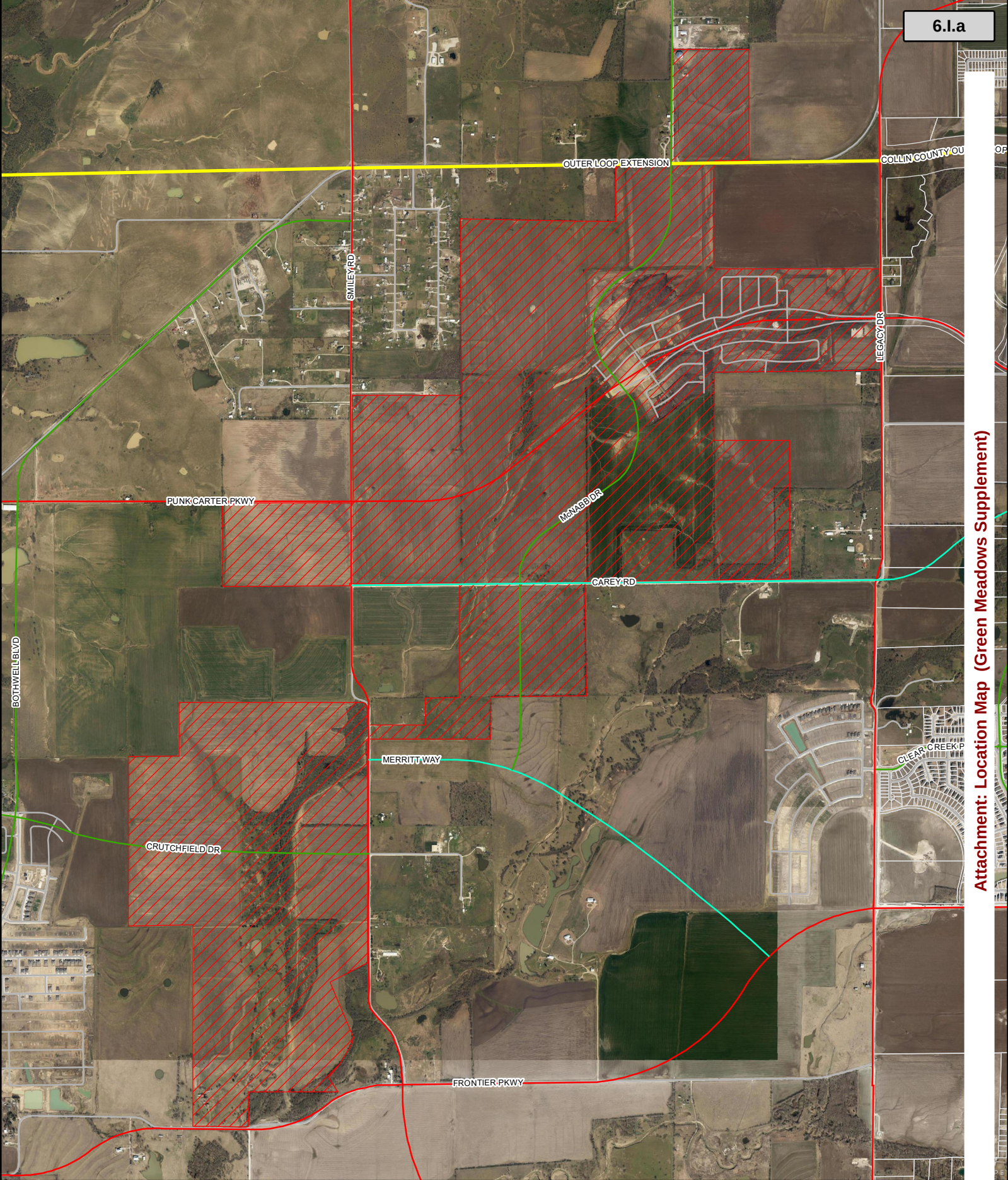
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Supplement to Development Agreement

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Green Meadows Supplement)

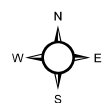


Location Map Green Meadows

Date: 5/1/2020

Legend

- Roads
- GreenMeadows
- Parcels



0

Packet Pg. 93

Feet

SUPPLEMENT TO DEVELOPMENT AGREEMENT

This Supplement to Development Agreement (the "Supplement") is by and among the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, a conservation and reclamation district (the "Original District" or "District No. 1"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT, a conservation and reclamation district ("District No. 2"), SMILEY ROAD, LTD., a Texas limited partnership ("Smiley"), GREEN MEADOWS COMMUNITIES INC., a Texas corporation ("Green Meadows"), MUSTANG SPECIAL UTILITY DISTRICT, a special utility district ("Mustang"), and GREEN MEADOWS MASTER COMMUNITY INC. ("HOA"), a Texas non-profit corporation. The foregoing parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City, Original District and Smiley entered into that certain Development Agreement concerning land ("Property") in the City's extraterritorial jurisdiction with an effective date of August 11, 2008 ("2008 Development Agreement"); and

WHEREAS, the HOA is a homeowners association governing the Property; and

WHEREAS, the Property is currently owned by Smiley and Green Meadows (collectively, "Owners"); and

WHEREAS, the Original District has been bifurcated into District No. 1 and District No. 2 (collectively, "Districts"); and

WHEREAS, the City has requested that the emergency service provisions of the 2008 Development Agreement be supplemented to include additional Parties.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree to supplement Section 6.3 and Section 6.4 of the 2008 Development Agreement to read in its entirety as follows:

6.3 Solid Waste/Trash Collection. To the extent allowed by law, the Parties agree that Mustang shall provide solid waste/trash collection services to each customer located within the Property pursuant to a City contract. Mustang shall charge the same rates to such customers as it charges similarly situated customers. Upon request by the City, the District(s) will exercise its powers under Texas Water Code, Section 54.203, to establish a solid waste collection system within its boundaries under which the City provides the solid waste collection service, require use of the solid waste collection established by the District, and contract with the City to be the exclusive provider of the solid waste collection service under the provisions of this Agreement and Texas Government Code, Chapter 791, for the rates set forth above.

6.4 Code Enforcement and City Regulations. To the extent allowed by law, including but not limited to, the authority granted pursuant to Texas Local Government Code Section 212.172(b)(3) and (4), as amended, the Parties agree that the City is authorized to enforce on and

within the boundaries of the Districts provisions in the City's Code of Ordinances, in the same manner as in the City's corporate limits regulations, including but not limited to: (a) dangerous, substandard or abandoned buildings, (b) minimum sanitation requirements for dwellings, (c) traffic control devices and enforcement, (d) rooming houses, alarms systems and alarm permits, (e) garage sales, (f) open fires, (g) fireworks, (h) property maintenance (except that agricultural fields in active use may grow tall crops within 50 feet of the right of way, (i) loitering or prowling, (j) juvenile curfews, (k) consumption of alcoholic beverages in public places, (l) noise, (m) prohibited conditions on private property, (n) sex offender residency and public safety zones, and (o) abandoned or junked vehicles.

6.5 Police, Fire and Emergency Services. The Parties consent and agreement to the City and the Districts entering into interlocal cooperation agreement(s) regarding police, fire and emergency services with the following general terms and conditions:

(a) To the extent allowed by law, the City agrees to provide police and crime prevention and control services, fire-fighting services and emergency services with a level of services not less than those available in other parts of the City with land uses and population density similar to those reasonably projected for the Property. Such services shall be provided by the City during the term of the agreement in consideration of a monthly fee initially in the amount of \$40.00 per water meter when a meter is issued for all types of construction, such as residential and commercial, and continuing for each month thereafter ("Service Fee"). The Service Fee shall be billed and collected by Mustang in conjunction with the monthly water, sewer, and waste collection bill for such structure. Mustang shall reimburse the total collected Service Fees to the City every six (6) months minus a 3% administrative fee. Starting September 30, 2021, commensurate with the semi-annual payment of the Service Fees by Mustang to the City, Owners shall pay up to a maximum of an additional \$50,000.00 to the City. The \$50,000.00 maximum payment by Owners shall be reduced by the total amount of the semi-annual Service Fee Payment by Mustang to the City. These payments by the Owners shall continue every six (6) months until such time as Service Fees are paid for at least 396 water meters in either District No. 1, District No. 2, or subsequent bifurcated districts or the City's semi-annual Service Payment Fee equals \$50,000.00. The City's maximum annual Service Fee receipt shall not exceed \$100,000.00 including any and all administrative fees. The \$40.00 Service Fee amount shall remain in effect until at least two years have elapsed after 100% of the infrastructure for Phase I development in a particular District has been accepted ("Initial Term").

(b) After the Initial Term, the Parties agree to use a methodology to determine a fair and equitable allocation of the costs of providing police, fire and emergency services to the Districts. The methodology is intended to produce a cost to a resident of the Districts comparable to that allocable to a resident on the City for same or similar services. The methodology for calculating the annual amount (the "Annual Invoice") to be paid by the Districts under this section for police, fire and emergency services provided by the City is set forth on Exhibit "A" attached hereto and incorporated herein for all purposes as follows:

Calculation for Fire and Emergency Services on Annual Invoice:

- (i) On or before September 1 of each year during the Term of the agreement, the City shall provide to the Districts the calculation of the Annual Invoice

for the coming year. The Annual Invoice shall consist of two components as follows: (A) the Annual Amount calculated by following the process set forth in Steps 1, 2, 3A, 4A, and 5A of Exhibit “A”; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period starting October 1, 2022 and ending September 30, 2023, is shown on Exhibit “A”.] Within 30 days from District receipt of such City calculation, but not later than October 1, the City shall send an invoice to the District in the amount of the Annual Invoice.

- (ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in Steps 6, 7A, 8A, and 9A of Exhibit “A”. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease, the “Prior Year Adjustment”), the Prior Year Adjustment shall be added to or deducted from, as appropriate, the Annual Invoice for the coming year.

Calculation for Police Services on Annual Invoice.

- (i) On or before September 1 of each year during the Term of the agreement, the City shall provide to the District the calculation of the Annual Invoice for the coming year. The Annual Invoice shall consist of two components as follows: (A) the “Annual Amount” calculated by following the process set forth in Steps 1, 2, 3B, 4B, and 5B of Exhibit “A”; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period starting October 1, 2022 and ending September 30, 2023, is shown on Exhibit “A”.] Within 30 days from District receipt of such City calculation, but not later than October 1, the City shall send an invoice to the District in the amount of the Annual Invoice.
- (ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in Steps 6, 7B, 8B, and 9B of Exhibit “A”. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease, the “Prior Year Adjustment”), the Prior Year Adjustment shall be added to or deducted from, as appropriate, the Annual Invoice for the coming year.

The Annual Invoice shall be paid in ten (10) equal monthly payments, beginning October 25 of each year and ending the following July 25.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity. This Supplement shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Attachment: Supplement to Development Agreement (Green Meadows Supplement)

Accepted and executed as of the _____ day of _____, 2020.

CITY OF CELINA, TEXAS

By: _____

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of City of Celina, Texas, on behalf of said City.

Notary Public in and for the State of Texas

Attachment: Supplement to Development Agreement (Green Meadows Supplement)

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of the Smiley Water Control and Improvement District No. 1, on behalf of said District.

Notary Public in and for the State of Texas

Attachment: Supplement to Development Agreement (Green Meadows Supplement)

Accepted and executed as of the _____ day of _____, 2020.

SMILEY ROAD, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
a Texas limited liability company,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By: _____
Name: D. O. Tomlin, III
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by D. O. Tomlin, III, President of Land Advisors Management, L.L.C., a Texas limited liability company, the general partner of Land Advisors, Ltd., a Texas limited partnership, the general partner of SMILEY ROAD, LTD., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attachment: Supplement to Development Agreement (Green Meadows Supplement)

Accepted and executed as of the _____ day of _____, 2020.

**MUSTANG SPECIAL UTILITY
DISTRICT**

By: _____
Name: Chris Boyd
Title: Executive Director

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of Mustang Special Utility District, on behalf of said District.

Notary Public in and for the State of Texas

Attachment: Supplement to Development Agreement (Green Meadows Supplement)

Accepted and executed as of the _____ day of _____, 2020.

**GREEN MEADOWS RESIDENTIAL
MASTER COMMUNITY, INC.,** a Texas
non-profit corporation

By: _____
Printed Name: Dan O. Tomlin, III
Title: Director

By: _____
Printed Name: Scott Norris
Title: Director

By: _____
Printed Name: Devesh Sharman
Title: Director

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____,
2020, by Dan O. Tomlin, III, Director of Green Meadows Communities Inc. HOA.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____,
2020, by Scott Norris, Director of Green Meadows Communities Inc. HOA.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____,
2020, by Devesh Sharman, Director of Green Meadows Communities Inc. HOA.

Notary Public in and for the State of Texas

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2**

By: _____

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of Smiley Water Control and Improvement District.

Notary Public in and for the State of Texas

Attachment: Supplement to Development Agreement (Green Meadows Supplement)

Accepted and executed as of the _____ day of _____, 2020.

GREEN MEADOWS COMMUNITY, INC.,
a Texas corporation

By: _____
Name: D. O. Tomlin, III
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by D. O. Tomlin, III, President of Green Meadows Communities Inc. HOA.

Notary Public in and for the State of Texas

Attachment: Supplement to Development Agreement (Green Meadows Supplement)

EXHIBIT “A”

METHODOLOGY FORMULA FOR CALCULATING COSTS OF SERVICES

Green Meadows Allocation		
Estimate September 1	Step 1	SUM \$County Certified Roll, A, C1, O times \$Effective O&M rate in Budget =Revenues derived from Residential taxes
	Step 2	Revenues derived from Residential taxes divided by Total General Fund Revenues Budgeted = % of Residential Revenues
	Step 3A	Total Fire Budget multiplied by % Residential Revenues (Step2) = \$of Fire Expenses Paid by Residential Taxes
	Step 3B	Total Police Budget multiplied by % Residential Revenues (Step 2) = \$of Police Expenses Paid by Residential Taxes
	Step 4A	\$Paid by Residential Taxes for Fire (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 4B	\$Paid by Residential Taxes for Police (above) divided by Total County “Count” previously used = \$Costs per living Unit Equivalent (LUE)
	Step 5A	\$Costs per LUE Fire (above) Multiplied by total Green Meadows LUE on the ground, plus any permits pulled effective September 30 th =Annual Fire Cost to Green Meadows
	Step 5B	\$Costs per LUE Police (above) Multiplied by total Green Meadows LUE on the ground, plus any permits pulled effective September 30 th = Annual Police Costs to Green Meadows
Invoice October 1st		
True Up next Aug 30th		
Using actual 11 month FY collections/ Expenses	Step 6	Collected Revenues from Residential taxes divided by Total Collected General Fund Revenues FYE (including LF Payments) = % of Residential Revenues
	Step 7A	Total Fire Budget Amended multiplied by % Residential Revenues (Step 2) = \$of Amended Fire Expenses Paid by Residential Taxes
	Step 7B	Total Police Budget Amended multiplied by % Residential Revenues (Step 2) = \$of Amended Police Expenses Paid by Residential Taxes
	Step 8A	\$Paid by Residential Taxes for Fire (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 8B	\$Paid by Residential Taxes for Police (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 9A	Costs per LUE Fire (above) Multiplied by total Green Meadows LUE previously used = Annual Fire Cost to Green Meadows added to next year’s invoice total (Step 4A)
	Step 9B	\$Costs per LUE Police (above) Multiplied by total Green Meadows LUE on the ground = Annual Police Cost to Green Meadows added to next year’s invoice total (Step 4B)
		= Annual credit or increase to Green Meadows next year calculation



GREEN MEADOWS

Public Safety Annual Calculation

Year 20XX

Data needed:

- Total GF Revenues (less transfers in not related to Public Safety)
- Total County Certified Rolls for Categories A, C1, O
- Effective M&O rate
- Total Property Taxes from Residential
- Public Safety budget with Debt service numbers included
- Fire Budget
- Police Budget
- Residential Count for Categories A, C1
- Total Permits in Green Meadows at September 30, 20XX

Source:

- 20XX Approved Budget (page 43 Incl prmts from LF in 20XX /XX FY)
- 20XX Certified Totals (ARB Approved Totals) (7/20/2016)
- 20XX Approved Budget (page 3)

- 20XX Approved Budget (page 95) Capital & Debt Service Spreadsheet from City
- 20XX Approved Budget (page 103) Capital & Debt Service Spreadsheet from City
- 20XX Certified Totals (ARB Approved Totals) (7/20/20XX) "Count Column"
- City Records



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Green Meadows Third Amendment to DA

Action Requested:

Consider and act upon a request to amend an existing development agreement for Green meadows, between the City of Celina and Smiley Water Control and Improvement (District No. 1), Smiley Water Control and Improvement District No. 2 (District No. 2), Smiley Road, Ltd., and Green Meadows Communities Inc. (Green Meadows Third Amendment to DA) (McAfee)

Applicant:

Tomlin Investments
4265 Kellway Circle
Addison, Texas 75001

Background:

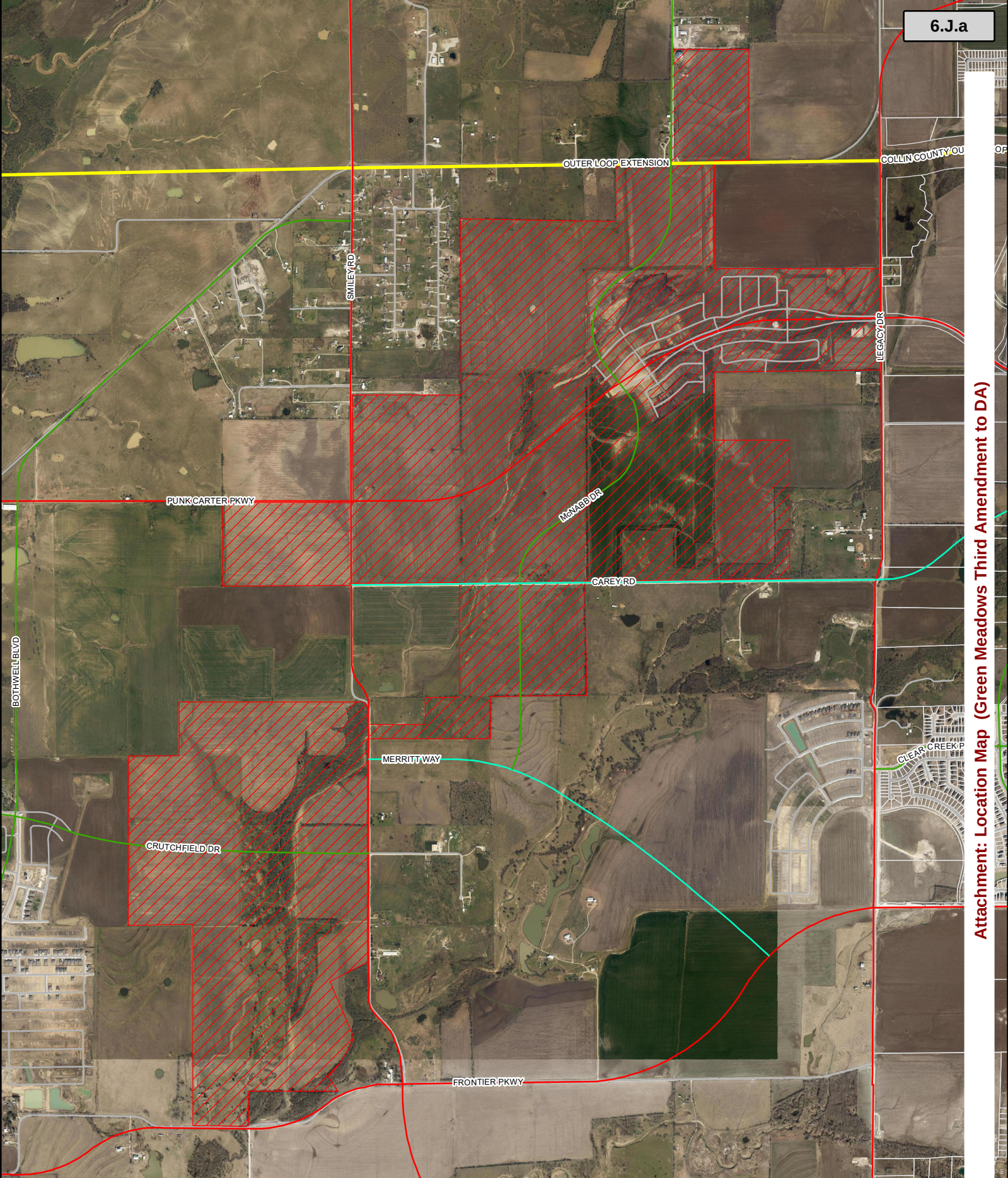
Refer to the attached documents for further information.

Supporting Documents:

- Draft Development Agreement

Staff Recommendation:

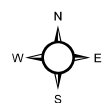
Staff recommends approval as presented.



Attachment: Location Map (Green Meadows Third Amendment to DA)

Legend

- Roads
- GreenMeadows
- Parcels



THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (the "Third Amendment") is by and among the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, a conservation and reclamation district ("Original District" or "District No. 1"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 ("District No. 2"), SMILEY ROAD, LTD., a Texas limited partnership ("Smiley"), and GREEN MEADOWS COMMUNITIES INC., a Texas corporation ("Green Meadows") and is made and entered into effective as of the date signed by the Mayor of the City (the "Effective Date"). The foregoing parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City, Original District and Smiley entered into that certain Development Agreement concerning land previously owned by Smiley (the "Property") and now owned by Smiley and Green Meadows ("Owners") in the City's extraterritorial jurisdiction with an effective date of August 11, 2008 ("2008 Development Agreement"); and

WHEREAS, the Original District has been bifurcated into District No. 1 and District No. 2 (individually referred to as "District" and collectively as "Districts.");

WHEREAS, the Parties desire to clarify and amend sections of the 2008 Development Agreement addressing bonds and annexation by the City of land located now or in the future within a District.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree to amend the 2008 Development Agreement as follows:

Amend Section 3.1 of the 2008 Development Agreement to add subsection (l) and Subsection (m) to read as follows:

(1) The assets, rights, liabilities, obligations and benefits established for "Smiley Water Control Improvement District" as defined in the 2008 Development Agreement apply to the land included within Smiley Water Control and Improvement District No. 1, Smiley Water Control and Improvement District No. 2, and any new or bifurcated District created from the District Parties to this Third Amendment.

(m) Bonds or Obligations may be issued to finance (1) reimbursement agreements between the Owners and the Districts, or (2) joint infrastructure projects between or among District No. 1, District No. 2, Owners, and other governmental entities. In the event a District is divided into two or more districts in the future, Bonds or Obligations may be issued by any such District to finance (1) reimbursement agreements, or (2) joint infrastructure projects as described hereinabove.

Amend Section 8.1 of the 2018 Development Agreement to read in its entirety as follows:

8.1 Dissolution Prior to Retirement of Bonded Indebtedness and Annexation. (a) The City and Owners recognize that, as provided in the laws of the State of Texas and this Agreement, the City has the right, by annexation of a District to abolish and dissolve a District and to acquire the Assets and assume the Obligations. A District will continue to exist until the City decides to dissolve it; however, the City hereby agrees that it will not annex any of the territory within a District, except for the limited and/or full purpose annexations contemplated by Section 3.1(j) of this Agreement, until the earlier of (a) the completion of construction of the infrastructure needed to service at least 90% of the single-family land area within the District as shown on the updated Concept Plan and Reimbursement Bonds have been sold as determined by the City's financial advisor or (b) until all of the Facilities required to serve at least one hundred percent (100%) of the usable land within the District are constructed and operational.

(b) By execution of this Agreement, Owners and the District request and petition the City to annex the territory within the District, and any land added to the District, subject to the condition that annexation will not occur or be effective until the date provided by Section 8.1(a), and such request shall be irrevocable and coupled with an interest and binding upon Owners and their successor and assigns, including the ultimate consumer of the lots within the District. Owners acknowledge that the City offered Owners an agreement as required by Section 43.016, Texas Local Government Code. The Parties agree and acknowledge that this Third Amendment and the 2008 Development Agreement is the written services agreement required by Section 43.0672, Texas Local Government Code. Notwithstanding anything in the 2008 Development Agreement, as amended, to the contrary, pursuant to 212.172(b)(7) of the Local Government Code, the Owner and City agree that the following procedures may be used by the City for any annexation in lieu of Local Government Code Chapter 43 procedures:

(a) Before adopting an ordinance annexing the Property, the governing body of the City must conduct one public hearing;

(b) During the public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard;

(c) After the public hearing, the governing body may adopt an ordinance annexing the Property; and

(d) The City must post notice of the public hearing on the City's Internet website and publish notice of the hearing in the official newspaper of the City at least once on or after the 20th day but before the 10th day before the date of the hearing; and

(e) The notice for the public hearing must be mailed to the owner of the Property as indicated on the most recent certified tax roll on or after the 20th day but before the 10th day before the date of the hearing.

In connection with annexation pursuant to this section, the Owner hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any Development Document or construction any of the

Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City in the event such Development Document or construction would have been a breach of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity. This Third Amendment shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Attachment: Draft Development Agreement (Green Meadows Third Amendment to DA)

Accepted and executed as of the _____ day of _____, 2020.

CITY OF CELINA, TEXAS

By: _____

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of the City of Celina, Texas, on behalf of said City.

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows Third Amendment to DA)

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of the Smiley Water Control and Improvement District, on behalf of said District.

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows Third Amendment to DA)

Accepted and executed as of the _____ day of _____, 2020.

SMILEY ROAD, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
a Texas limited liability company,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By: _____
Name: D. O. Tomlin, III
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by D. O. Tomlin, III, President of Land Advisors Management, L.L.C., a Texas limited liability company, the general partner of Land Advisors, Ltd., a Texas limited partnership, the general partner of SMILEY ROAD, LTD., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows Third Amendment to DA)

Accepted and executed as of the _____ day of _____, 2020.

**GREEN MEADOWS COMMUNITIES INC.,
a Texas Corporation**

By: _____
Name: D.O. Tomlin III
Title: President

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by D.O. Tomlin III, President of Green Meadows Communities, Inc., a Texas corporation.

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows Third Amendment to DA)

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2**

By: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of Smiley Water Control and Improvement District No. 2.

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Green Meadows Third Amendment to DA)



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 9, 2020
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

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

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Tree City USA Membership. (McAfee)

Director of Development Services Dusty McAfee presented the designation along with Planning Manager Madhuri Mohan and Senior Planner Raha Pouladi.

B. Celina Main Street Program's 2020 National Accreditation. (Barton)

Celina has received National Accreditation three years in a row. Downtown Development Director Rebecca Barton presented the award with members of the Main Street Advisory Board.

C. RVs for MDs Proclamation. (Terry)

Mayor Terry presented Emily Phillips, Holly Haggard and Lynn Bender with proclamations in appreciation for their dedication and innovation during the COVID-19 pandemic.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. 2019 Annual Report presentation. (Griggs)

Minutes Acceptance: Minutes of Jun 9, 2020 5:00 PM (Minutes Approval)

Police Chief Tony Griggs presented the annual report to the City Council.

B. Introduction of new employees. (Griggs) (Brawner) (Stovall)

Police Chief Tony Griggs introduced new officers Will Stone, Rick Webber and Cameron Codutti. Executive Director of Public Services Kim Brawner introduced Assistant Director of Public Works Andrew Figueroa.

C. Discussion regarding the Entertainment District Special Area Plan. (McAfee)

Director of Development Services Dusty McAfee introduced the plan to City Council.

D. Discussion regarding School Zone Ordinance. (Brawner)

This item was not discussed.

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

F. Staff Reports attached

V. OPEN FORUM:

Debra Davis of 1601 Tapadero Lane made a request for the city to hold a public hearing regarding water and wastewater rates.

VI. EXECUTIVE SESSION:

No Executive Session was held.

Reconvene Into Open Session

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

VII. CONSENT AGENDA:

Councilwoman Koehne abstained due to a conflict of interest.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Nabors, Hopkins, Anderson
ABSTAIN:	Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - May 12, 2020 5:00 PM
2. City Council - Special Meeting - May 26, 2020 5:00 PM

B. Consider and act to authorize the City Manager to execute Landowner Agreements, a Phase #3 Improvements Reimbursement Agreement, and a Phase #3 Improvements Construction, Funding, and Acquisition Agreement by and between the City of Celina and CADG Creeks of Legacy West, LLC and/or CADG Creeks of Legacy Stonegate, LLC. (Creeks of Legacy PID Phase #3 Miscellaneous Agreements) (McAfee)

Minutes Acceptance: Minutes of Jun 9, 2020 5:00 PM (Minutes Approval)

- C. Consider and act upon a resolution of the City of Celina, Texas determining the costs of Phase #4 improvements to be financed by the Mustang Lakes Public Improvement District; approving an updated preliminary service plan and assessment plan, including proposed Phase #4 assessment roll; directing the filing of the proposed Phase #4 assessment roll with the City Secretary; providing for noticing and calling a public hearing for July 14, 2020 to consider an ordinance levying assessments on property located within the Mustang Lakes Public Improvement District. (Mustang Lakes Phase 4- PID – Pre-SAP) (McAfee)

(2020-36R)

- D. Consider and act upon a resolution of the City of Celina, Texas determining the costs of Phase #4 improvements to be financed by the Sutton Fields Public Improvement District; approving an updated preliminary service plan and assessment plan, including proposed Phase #4 assessment roll; directing the filing of the proposed Phase #4 assessment roll with the City Secretary; providing for noticing and calling a public hearing for July 14, 2020 to consider an ordinance levying assessments on property located within the Sutton Fields Public Improvement District. (Sutton Fields Phase 4- PID – Pre-SAP) (McAfee)

(2020-37R)

- E. Consider and act upon a request to amend an existing development agreement for Northside at Rollertown; generally located on the northeast corner of the BNSF Railroad and Malone Street, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Northside at Rollertown - Development Agreement) (Mohan)
- F. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 65 acre tract of land within the Extraterritorial Jurisdiction, generally located south of Glendenning Parkway and west of Huddleston Drive. (Reichman Tract Annexation Service Agreement) (Mohan)
- G. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 35 acre tract of land within the Extraterritorial Jurisdiction, generally located north of FM 455 and east of Preston Road. (Ousley Tract Annexation Service Agreement) (Mohan)
- H. Consider and act to authorize the City Manager to execute an agreement amendment by and between the City of Celina and Toasted Walnut Table & Market for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Barton)
- I. Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed \$229,225.40. (Berry)
- J. Consider and act to authorize an Economic Development Agreement by and between the City of Celina and the Celina Chamber of Commerce to memorialize their cooperative efforts in promoting and organizing Celina Special Events (Brawner)
- K. Consider and act to authorization the City Manager to execute a contract by and between Old Celina, Ltd. and City of Celina for the utilization of property for the Fireworks show for Splash and Blast 2020. (Webb)

(2020-38R)

Minutes Acceptance: Minutes of Jun 9, 2020 5:00 PM (Minutes Approval)

- L. Consider and act to award RFQ 2020-0025 for the development of roadway impact fees and to update the roadway ordinance to Kimley-Horn and Associates in an amount not to exceed \$200,000.00 . (Berry)
 - M. Consider and act to authorize work order 2020-0007 with Kimley-Horn and Associates, Inc., for design services for the Alley Plaza, Project P14 in an amount not to exceed 139,300.00. (Berry)
 - N. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Stovall)
- (2020-37)
- O. Consider and act on a Second Amendment to Tolling Agreement between the City of Celina and Dynavest Joint Venture to toll the 120-day deadline to enter into an agreement for services. (Dynavest Tolling Agreement) (McAfee)

VIII. **PUBLIC HEARING/ACTION:**

- A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 65 acre tract of land within the Extraterritorial Jurisdiction, generally located south of Glendenning Parkway and west of Huddleston Drive. (Reichman Tract Annexation) (Mohan)

(2020-38) Mayor Terry opened the hearing at 5:41 p.m. No public comment was received. The hearing was closed at 5:43 p.m. Councilwoman Koehne abstained due to a conflict of interest.

RESULT:	APPROVED [4 TO 0]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wayne Nabors, Place 2
AYES:	Steiner, Nabors, Hopkins, Anderson
ABSTAIN:	Koehne

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 65 acre tract of land to Mixed-Use District (MU), generally located south of Glendenning Parkway and west of Huddleston Drive. (Reichman Tract Zoning) (Mohan)

(2020-39) Mayor Terry opened the hearing at 5:43 p.m. No public comment was received. The hearing was closed at 5:43 p.m. Councilwoman Koehne abstained due to a conflict of interest.

Minutes Acceptance: Minutes of Jun 9, 2020 5:00 PM (Minutes Approval)

RESULT: APPROVED [4 TO 0]
MOVER: Justin Steiner, Place 1
SECONDER: Chad Anderson, Place 6
AYES: Steiner, Nabors, Hopkins, Anderson
ABSTAIN: Koehne

- C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 35 acre tract of land within the Extraterritorial Jurisdiction, generally located north of FM 455 and east of Preston Road. (Ousley Tract Annexation) (McAfee)

(2020-40) Mayor Terry opened the hearing at 5:44 p.m. No public comment was received. The hearing was closed at 5:45 p.m. Councilwoman Koehne abstained due to a lack of quorum.

RESULT: APPROVED [4 TO 0]
MOVER: Chad Anderson, Place 6
SECONDER: Andy Hopkins, Place 3
AYES: Steiner, Nabors, Hopkins, Anderson
ABSTAIN: Koehne

- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 53 acre tract of land to Planned Development (PD) with Commercial, Office, & Retail District (C), Multi-Family Districts (MF-2/MF-3), and Single-Family Residential Detached District (SF-R) base zoning, generally located north of FM 455 and east of Preston Road. (Ousley Tract Planned Development) (McAfee)

(2020-41) Mayor Terry opened the hearing at 5:46 p.m. No public comment was received. The hearing was closed at 5:46 p.m. Councilwoman Koehne abstained due to a conflict of interest.

RESULT: APPROVED [4 TO 0]
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Steiner, Nabors, Hopkins, Anderson
ABSTAIN: Koehne

- E. The Celina City Council will conduct a public hearing to consider testimony and act upon a request for a Development Agreement on approximately 352 acres of land, located in various parts of the City as shown in the attached location map, within the Extraterritorial Jurisdiction (ETJ). (Sangani Properties Development Agreement) (McAfee)

Mayor Terry opened the hearing at 5:47 p.m. No public comment was received. The hearing was closed at 5:52 p.m.

Minutes Acceptance: Minutes of Jun 9, 2020 5:00 PM (Minutes Approval)

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

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

(2020-42) Mayor Pro Tem Anderson opened the hearing at 5:53. No public comment was received. The hearing was closed at 5:54. Mayor Terry recused himself from the discussion on this item.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mindy Koehne, Place 5
SECONDER:	Wayne Nabors, Place 2
AYES:	Steiner, Nabors, Hopkins, Koehne, Anderson

- G. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the La Terra Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (La Terra PID Creation) (McAfee)

(2020-39R) Mayor Terry opened the hearing at 5:54 p.m. No public comment was received. The hearing was closed at 5:56 p.m. Councilwoman Koehne abstained due to a conflict of interest.

RESULT:	APPROVED [4 TO 0]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Nabors, Hopkins, Anderson
ABSTAIN:	Koehne

IX. ACTION ITEM:

- A. Consider and act upon a resolution of intent to annex approximately 963 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-04 Annexation Resolution) (Mohan)

(2020-40R) Councilman Hopkins temporarily left the chambers at this time and was unable to vote on this item.

Minutes Acceptance: Minutes of Jun 9, 2020 5:00 PM (Minutes Approval)

RESULT:	APPROVED [4 TO 0]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Nabors, Koehne, Anderson
AWAY:	Hopkins

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:00 p.m.

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Jun 9, 2020 5:00 PM (Minutes Approval)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: 2017 NEC Amendment

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations, Article 3.02: Technical and Construction Codes and Standards. (2017 NEC Amendment) (McAfee)

Background Information:

The ordinance is being amended to revise Article 3.02, Technical and Construction Codes and Standards.

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3: BUILDING REGULATIONS; ARTICLE 3.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURES OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas, is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with provisions of the Texas Local Government Code the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Celina, Texas is a home rule municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the City Council of Celina, Texas desires to amend certain provisions of the National Electric Code, as applicable within the jurisdiction of the City of Celina; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein;

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2

FINDINGS

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

SECTION 3

AMENDMENT

3.01 That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.004 Amendments by reference, subsection (b) is hereby amended to read as follows:

“(b) The building codes adopted by reference in subsection (a) of this section are hereby amended in the following particulars:

- (1) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Permanent toilet facilities. A room in an existing building (including a construction trailer) or in the building being constructed with a water closet installed in such room, which conforms to the plumbing code, and is continuously available to all workers involved in a construction project.

Temporary toilet facilities. A portable, fully enclosed, chemically sanitized toilet which is serviced and cleaned at least once each week.

- (2) Every construction project requiring a permit within the city shall have adequate toilet facilities for workers associated with the project. The following shall be considered adequate facilities:

Commercial and residential construction projects: At least one toilet facility for every ten (10) workers shall be maintained in each subdivision for the employees or subcontractors of each builder holding a permit for a building in that subdivision. Each builder must provide a toilet facility as long as the builder holds an active permit in the subdivision.

- (3) The National Electric Code is hereby amended as follows:

(i) ***Article 230.2; add sentence to end of this section to read as follows:*** The height of the meter, measured from finish grade, shall be between a minimum height of 4 feet to a maximum of 6 feet measured to the center of the glass. The service disconnection means shall be installed at a readily accessible location on the outside of a building or structure nearest the service.

(ii) *Article 230.70(A)(1); is amended to read as follows:* Readily Accessible Location. The service disconnection means shall be installed at a readily accessible location on the outside of a building or structure nearest the service.”

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14 day of July, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Draft Ordinance (2017 NEC Amendment)

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Dickerson Tract - Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 58 acres within the Extraterritorial Jurisdiction, generally located east of Dallas Parkway and approximately 2,000 feet south of Glendenning Parkway. (Dickerson Tract Annexation Service Plan) (Mohan)

Applicant:

Provident Realty
10210 N. Central Expressway, Suite 300
Dallas, TX 75231

Background Information:

The associated Annexation Service Agreement is attached.

Supporting Documents:

- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

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

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

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

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2020.

CITY OF CELINA

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

OWNER: LEWIS DICKERSON

By: _____
 Name: Lewis Dickerson
 Title: Owner
 Date: _____

Exhibit A Legal Description

BEING a portion of that tract of land situated in the I.C. Williams Survey, Abstract Number 943, Collin County, Texas and being all of those tracts of land described by deeds to Lewis D. Dickerson, recorded in Instrument Number 19930312000182730 (herein after referred to as Tract 1, Lewis D. Dickerson, recorded in Instrument Number 20090226000220600(herein after referred to as Tract 2) and Blake Dickerson recorded in Instrument Number 20010219000170340 (herein after referred to as Tract 3) all of County Records, Collin County, Texas, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 3, being the northeast corner of that tract of land described by deed to Walter K. and Deborah W. Plagee recorded in Instrument Number 19940309000234050 of said county records and being in County Road 52, (a paved traveled roadway of undetermined width), no record found;

THENCE N 89° 38' 54" W, 1,841.95 feet to the southwest corner of said Tract 3 and the east right-of-way line of the North Dallas Tollway (a variable with right-of-way);

THENCE along said east right-of-way line the following bearings and distances to the beginning of a curve to the right:

With said curve to the right, having an arc distance of having an arc distance of 273.47 feet, through a central angle of 02° 49' 24", having a radius of 5,549.58 feet, the long chord which bears N 02° 16' 47" E, 273.44 feet to the beginning of a curve to the right;

N 03° 41' 37" E, 419.54 feet;

N 03° 42' 00" E, 684.59 feet to the northwest corner of said Tract 1;

N 89° 52' 13" E, 1,779.08 feet, departing said east right-of-way line to the northeast corner of said Tract 1 and being in County Road 52;

THENCE S 00° 47' 33" W, 1,390.52 feet along said County Road 52 to the point of beginning and containing 2,507,647 square feet or 57.568 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."

Attachment: Dickerson Tract Service Agreement (Dickerson Tract Annexation Service Plan)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Northside at Rollertown - Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 49 acres within the Extraterritorial Jurisdiction, generally located east of the BNSF Railroad and north of Malone Street. (Northside at Rollertown Annexation Service Plan) (Mohan)

Applicant:

Kimley-Horn & Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, TX 75034

Background Information:

The associated Annexation Service Agreement is attached.

Supporting Document:

- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
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 - i) Normal patrol and responses;
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- 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.
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- 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.
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- 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.

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

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

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____

Name: Jason Laumer

Title: City Manager

Date: _____

OWNER: RCI – Celina 115, LP

By: _____

Name: Ryan Griffin

Title: Owner

Date: _____

**Exhibit A
Legal Description**

DESCRIPTION OF 35.348 ACRES:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being a portion of a called 114.889 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said 114.889 acre tract;

THENCE along the easterly line of said 114.889 acre tract, the following:

South 0°14'01" East, a distance of 915.38 feet to a point for corner;

North 89°52'46" East, a distance of 70.06 feet to a point for corner;

South 0°21'08" East, a distance of 175.54 feet to the southerly northeast corner of a called 18.80 acre tract of land described in a deed to LM Celina 115, L.P., as recorded in Volume 5476, Page 5687 of the Land Records of Collin County, Texas;

THENCE departing the easterly line of said 114.889 acre tract, along the northerly and easterly lines of said 18.80 acre tract and crossing said 114.889 acre tract, the following:

South 89°22'33" West, a distance of 1,598.70 feet to an ell corner of said 18.80 acre tract;

North 12°26'19" East, a distance of 1110.00 feet to the northerly northeast corner of said 18.80 acre tract, being on the northerly line of said 114.889 acre tract;

THENCE North 88°55'09" East, along the northerly line of said 114.889 acre tract, a distance of 1284.88 feet to the **POINT OF BEGINNING** and containing 35.348 acres (1,539,767 square feet) 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.

DESCRIPTION OF 11.202 ACRES:

BEING all of a called 11.202 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332150 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said 11.202 acre tract, common to the southerly northeast corner of a called 114.889 acre tract of land described in a deed to RCI – Celina 115, LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas;

THENCE along the common line of said 11.202 acre tract and said 114.889 acre tract, the following:

South 88°41'01" West, a distance of 63.23 feet to the beginning of a non-tangent curve to the right having a delta angle of 34°02'47", a radius of 1000.00 feet and a chord bearing and distance of North 74°13'28" West, 585.52 feet;

In a northwesterly direction with said non-tangent curve to the right, an arc length of 594.22 feet to the southwest corner of said 11.202 acre tract;

North 00°16'51" East, a distance of 921.91 feet to the northwest corner of said 11.202 acre tract;

THENCE North 89°21'01" East, departing the easterly line of said 114.889 acre tract and along the northerly line of said 11.202 acre tract, a distance of 321.10 feet to the most northerly northeast corner of said 11.202 acre tract;

THENCE along the easterly line of said 11.202 acre tract, the following:

South 01°16'12" East, a distance of 530.89 feet to the northeast corner of said 11.202 acre tract;

North 88°43'48" East, a distance of 269.14 feet to an ell corner of said 11.202 acre tract;

South 02°04'33" East, a distance of 558.85 feet to the **POINT OF BEGINNING**, and containing 11.202 acres (487,967 square feet) 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.

DESCRIPTION OF 1.973 ACRES:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being a portion of a called 2.932 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332120 of the Official Public Records of Collin County, Texas, and also being all of a called 0.868 acre tract of land described as Tract 1 and all of a called 0.438 acre tract of land described as Tract 2 in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said 2.932 acre tract, common to the northerly southwest corner of a called 114.889 acre tract of land described in a deed to RCI-Celina 115, LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, being on the easterly right-of-way line of the St. Louis and San Francisco Railroad, a 100 foot wide right-of-way;

THENCE South 88°46'33" East, departing the easterly right-of-way line of said St. Louis and San Francisco Railroad, along the northerly line of said 2.932 acre tract and the southerly line of said 114.889 acre tract, a distance of 473.77 feet to the northeast corner of said 2.932 acre tract, common to an ell corner of said 114.889 acre tract;

THENCE South 2°12'18" West, along the easterly line of said 2.932 acre tract and continuing along the southerly line of said 114.889 acre tract part of the way, and crossing said Tract 1, a distance of 175.87 feet to a point for corner on the northerly line of Malone Addition as shown on the Map of Celina recorded in Volume 1, Page 114 of the Deed Records of Collin County, Texas;

THENCE North 88°42'26" West, along the northerly line of said Malone Addition, and crossing said Tract 1, said Tract 2 and said 2.932 acre tract, a distance of 505.53 feet to the northwest corner of said Malone Addition, being on the westerly line of said 2.932 acre tract, and the easterly right-of-way line of said St. Louis and San Francisco Railroad;

THENCE North 12°26'44" East, along the westerly line of said 2.932 acre tract and the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 178.65 feet to the **POINT OF BEGINNING** and containing 1.973 acres (85,960 square feet) 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.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Raha Pouladi, Senior Planner
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re: Sutton Fields NIA 4- PID - Miscellaneous Agreements

Action Requested:

Consider and act to authorize the Mayor Pro-Tem to execute Landowner Agreements, a NIA#4 Improvements Reimbursement Agreement, and a NIA#4 Improvements Construction, Funding, and Acquisition Agreement by and between the City of Celina and MM Sutton Fields 4A-4B, LLC and/or CADG Sutton Fields II, LLC. (Sutton Fields NIA 4- PID - Miscellaneous Agreements) (Pouladi)

Background Information:

All four agreements are attached.

Legal Review:

These items have been reviewed by the City Attorney.

Supporting Documents:

- Landowner Agreement - MM Sutton Fields 4A-4B, LLC
- Landowner Agreement - CADG Sutton Fields II, LLC
- Reimbursement Agreement
- Construction, Funding, and Acquisition Agreement

Staff Recommendation:

Staff recommends approval as presented.

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of July 14, 2020, between the City of Celina, Texas (the “City”), a home rule municipality of the State of Texas (the “State”), and MM Sutton Fields 4A-4B, LLC, a Texas limited liability company (the “Landowner”).

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is located within the Sutton Fields II Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Neighborhood Improvement Area #4 Improvements (including all exhibits and attachments thereto, the “Neighborhood Improvement Area #4 Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Neighborhood Improvement Area #4 Assessment Ordinance (the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in Neighborhood Improvement Area #4 of the District (as identified in the Service and Assessment Plan) that will be used to reimburse the Landowner for the costs of constructing the Neighborhood Improvement Area #4 Improvements or pledged as the security for the payment of bonds or other obligations (the “Bonds”) to be issued for the purpose of paying the costs of constructing the Neighborhood Improvement Area #4 Improvements that will benefit the Neighborhood Improvement Area #4 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, all as shown on Exhibit I, and the location and development of the Neighborhood Improvement Area #4 Improvements on the Landowner Parcel and on the property within Neighborhood Improvement Area #4 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Ordinance; and

(iii) the Neighborhood Improvement Area #4 Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within Neighborhood Improvement Area #4 of the District, as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Neighborhood Improvement Area #4 Assessment Roll");

(ii) the Neighborhood Improvement Area #4 Improvements specially benefit Neighborhood Improvement Area #4 of the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within Neighborhood Improvement Area #4 of the District, as such Assessment is shown on the Neighborhood Improvement Area #4 Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Neighborhood Improvement Area #4 Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of an Assessed Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Neighborhood Improvement Area #4 Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the PID to a party not subject to Assessments.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Neighborhood Improvement Area #4 Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such

Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II. OWNERSHIP AND CONSTRUCTION OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

A. Ownership and Transfer of Neighborhood Improvement Area #4 Improvements. Landowner acknowledges that all of the Neighborhood Improvement Area #4 Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City and/or Mustang Special Utility District, as applicable, once accepted by and conveyed to the City and/or Mustang Special Utility District, as applicable, following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Neighborhood Improvement Area #4 Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Neighborhood Improvement Area #4 Improvements on the property within Neighborhood Improvement Area #4 of the District, to stage on the property within Neighborhood Improvement Area #4 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Neighborhood Improvement Area #4 Improvements and for passage and use over and across parts of the property within Neighborhood Improvement Area #4 of the District as

shall be reasonably necessary during the construction of the Neighborhood Improvement Area #4 Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Neighborhood Improvement Area #4 Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Neighborhood Improvement Area #4 Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the Neighborhood Improvement Area #4 Improvements on those portions of the property within Neighborhood Improvement Area #4 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Neighborhood Improvement Area #4 Improvements.
The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Neighborhood Improvement Area #4 Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Landowner:	Attn: Mehrdad Moayed MM Sutton Fields 4A-4B, LLC 1800 Valley View Lane Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Neighborhood Improvement Area #4 Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. The Landowner hereby verifies that the Landowner and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. The Landowner hereby represents that neither the Landowner nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF CELINA, TEXAS

By: _____
Chad Anderson, Mayor Pro-Tem

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the __ day of _____, 2020 by Chad Anderson, the Mayor Pro-Tem of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

LANDOWNER

MM Sutton Fields 4A-4B, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Sutton Fields 4A-4B, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

PROPERTY DESCRIPTION:

34.245 ACRE TRACT (Phase #4B)

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, in Denton County, Texas, and being part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, Real Property Records, Denton County, Texas (RPRDCT), and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and being a northeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468 (RPRDCT);

THENCE North 89°22'47" East, leaving the east right-of-way line of FM Road No. 1385, and with the north line of said Frisco Industrial Partners tract, and the south line of that certain tract of land described in deed to Anna Liz Hong, recorded in Document No. 2014-15601 (RPRDCT), a distance of 1786.40 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found at the northeast corner of said Frisco Industrial Partners tract bears North 89°22'47" East, a distance of 122.12 feet;

THENCE South 45°38'57" East, leaving the common line of said Frisco Industrial Partners tract and Anna Liz Hong tract, a distance of 378.83 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 44°21'03" West, a distance of 146.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE Southwesterly with said curve to the left, which has a central angle of 45°04'06", a radius of 845.00 feet, a chord which bears South 21°49'00" West for 647.67 feet, and an arc distance of 664.67 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°43'03" East, a distance of 221.13 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located in the north line of said City of Celina, Texas tract recorded in Document No. 2008-62468 (RPRDCT);

THENCE South 89°18'56" West, with a north line of said City of Celina, Texas tract (Parvin Road), a distance of 901.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for

corner, said iron rod being a southwest corner of that certain tract of land described in deed to CADG Sutton Fields, LLC recorded in Document No. 2015-30204, RPRDCT;

THENCE North 00°41'04" West, leaving said north line of the City of Celina, Texas tract, and with a west line of said CADG Sutton Fields, LLC tract, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a south line of said CADG Sutton Fields, LLC tract, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and said east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to the POINT OF BEGINNING, and containing 34.245 acres of land.

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of July 14, 2020 by MM Sutton Fields 4A-4B, LLC a Texas limited liability company (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached Exhibit I (the “Landowner’s Parcel”).
- B. The City Council of the City of Celina (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Sutton Fields II Public Improvement District (the “District”) by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an Neighborhood Improvement Area #4 Assessment Ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Neighborhood Improvement Area #4 Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Neighborhood Improvement Area #4 Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (as amended from time to time, the “Assessments”) on property in Neighborhood Improvement Area #4 of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Neighborhood Improvement Area #4 Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Neighborhood Improvement Area #4 of the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Neighborhood Improvement Area #4 Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.
4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, 142 N. Ohio, Celina, Texas 75009.

Your failure to pay the assessment or the annual installments could result in a lien on and the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

MM Sutton Fields 4A-4B, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Sutton Fields 4A-4B, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Neighborhood Improvement Area #4 Assessment Ordinance and the Covenants, Conditions and Restrictions in Exhibit II of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Neighborhood Improvement Area #4 Assessment Roll for such Assessed Parcel (or if the Neighborhood Improvement Area #4 Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of July 14, 2020, between the City of Celina, Texas (the “City”), a home rule municipality of the State of Texas (the “State”), and CADG Sutton Fields II, LLC, a Texas limited liability company (the “Landowner”).

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is located within the Sutton Fields II Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Neighborhood Improvement Area #4 Improvements (including all exhibits and attachments thereto, the “Neighborhood Improvement Area #4 Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Neighborhood Improvement Area #4 Assessment Ordinance (the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in Neighborhood Improvement Area #4 of the District (as identified in the Service and Assessment Plan) that will be used to reimburse the Landowner for the costs of constructing the Neighborhood Improvement Area #4 Improvements or pledged as the security for the payment of bonds or other obligations (the “Bonds”) to be issued for the purpose of paying the costs of constructing the Neighborhood Improvement Area #4 Improvements that will benefit the Neighborhood Improvement Area #4 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, all as shown on Exhibit I, and the location and development of the Neighborhood Improvement Area #4 Improvements on the Landowner Parcel and on the property within Neighborhood Improvement Area #4 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Ordinance; and

(iii) the Neighborhood Improvement Area #4 Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within Neighborhood Improvement Area #4 of the District, as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Neighborhood Improvement Area #4 Assessment Roll");

(ii) the Neighborhood Improvement Area #4 Improvements specially benefit Neighborhood Improvement Area #4 of the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within Neighborhood Improvement Area #4 of the District, as such Assessment is shown on the Neighborhood Improvement Area #4 Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Neighborhood Improvement Area #4 Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of an Assessed Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Neighborhood Improvement Area #4 Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the PID to a party not subject to Assessments.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Neighborhood Improvement Area #4 Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such

Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II.

OWNERSHIP AND CONSTRUCTION OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

A. Ownership and Transfer of Neighborhood Improvement Area #4 Improvements.
Landowner acknowledges that all of the Neighborhood Improvement Area #4 Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City and/or Mustang Special Utility District, as applicable, once accepted by and conveyed to the City and/or Mustang Special Utility District, as applicable, following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Neighborhood Improvement Area #4 Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Neighborhood Improvement Area #4 Improvements on the property within Neighborhood Improvement Area #4 of the District, to stage on the property within Neighborhood Improvement Area #4 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Neighborhood Improvement Area #4 Improvements and for passage and use over and across parts of the property within Neighborhood Improvement Area #4 of the District as

shall be reasonably necessary during the construction of the Neighborhood Improvement Area #4 Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Neighborhood Improvement Area #4 Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Neighborhood Improvement Area #4 Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the Neighborhood Improvement Area #4 Improvements on those portions of the property within Neighborhood Improvement Area #4 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Neighborhood Improvement Area #4 Improvements.
The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Neighborhood Improvement Area #4 Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Landowner:	Attn: Mehrdad Moayed CADG Sutton Fields II, LLC 1800 Valley View Lane Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Neighborhood Improvement Area #4 Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. The Landowner hereby verifies that the Landowner and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. The Landowner hereby represents that neither the Landowner nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF CELINA, TEXAS

By: _____
Chad Anderson, Mayor Pro-Tem

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the __ day of _____, 2020 by Chad Anderson, the Mayor Pro-Tem of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

Attachment: Landowner Agreement _CADG Sutton Fields II, LLC NIA #4 v1 (clean) 6-11-20 (Sutton Fields NIA 4- PID - Miscellaneous

LANDOWNER

CADG Sutton Fields II, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Sutton Fields II, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

PROPERTY DESCRIPTION:

WHEREAS CADG Sutton Fields II, LLC is the owner of that certain tract of land situated in the Thomas H. McIntyre Survey, Abstract Number 903, in Denton County, Texas, according to deed recorded in Document Number 2015-128856, Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northeast corner of Lot 10X, Block L, according to the Final Plat of Sutton Fields North Phase 1, an addition to the City of Celina, Denton County, Texas, recorded in Document Number 2018-334, of the Plat Records of Denton County, Texas (PRDCT), from which a 1/2-inch iron rod found on the east right-of-way line of Farm to Market Road Number 1385 (variable width R.O.W.) bears South 89°33'57" West, a distance of 393.66 feet;

THENCE North 89°33'57" East, with the common north line of said CADG Sutton Fields II, LLC tract, and the south line of that certain tract of land described in deed to Munish Gupta and Anusha Gupta, recorded in Document Number 2013-84112, RPRDCT, a distance of 887.32 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Gupta tract;

THENCE North 00°21'49" West, with the we line of said CADG tract, a distance of 547.19 feet to a 5/8-inch iron rod with cap marked "J-E #3700) found for corner at the southeast corner of that certain tract of land described in deed to Jeff Hammer, recorded in Volume 2156, Page 762, RPRDCT;

THENCE North 00°25'32" West, with the common line of said CADG tract and Hammer tract, a distance of 553.05 feet to a 1/2-inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to SS Group LLC, recorded in Document Number 2016-42707, RPRDCT;

THENCE North 00°02'29" East, with the common line of said CADG tract and said SS Group LLC tract, a distance of 73.81 feet to a 1/2-inch iron rod found for corner at the northwest corner of said CADG tract and the southwest corner of that certain tract of land described in deed to Blue Angus Ranch LP, recorded in Instrument Number 2007-107216, RPRDCT;

THENCE South 89°46'58" East, with the common line of said CADG tract and said Blue Angus Ranch LP tract, a distance of 796.76 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner, from which a 3/8-inch iron rod found at the southeast corner of said Blue Angus Ranch LP tract bears South 89°47'08" East, a distance of 163.00 feet;

THENCE leaving said common line, over and across said CADG tract the following courses to

5/8-inch iron rods with cap marked "PETITT RPLS 4087" set for corner:

South 00°18'36" East, a distance of 119.09 feet;

North 89°41'24" East, a distance of 85.00 feet;

South 00°18'36" East, a distance of 50.00 feet;

South 89°41'24" West, a distance of 30.00 feet;

South 00°18'36" East, a distance of 470.00 feet;

North 89°41'24" East, a distance of 30.00 feet;

South 00°18'36" East, a distance of 50.00 feet;

South 89°41'24" West, a distance of 419.92 feet;

South 44°41'24" West, a distance of 21.21 feet;

South 00°18'36" East, a distance of 200.00 feet;

South 45°18'36" East, a distance of 21.21 feet;

North 89°41'24" East, a distance of 15.00 feet;

South 00°18'36" East, a distance of 50.00 feet;

South 89°41'24" West, a distance of 15.00 feet;

South 44°41'24" West, a distance of 21.21 feet;

South 00°18'36" East, a distance of 100.00 feet;

North 89°41'24" East, a distance of 860.00 feet;

North 00°18'36" West, a distance of 40.00 feet;

North 89°41'24" East, a distance of 50.00 feet;

South 00°18'36" East, a distance of 30.00 feet;

And North 89°41'24" East, a distance of 127.68 feet, said iron rod located on the common line of said CADG tract and that certain tract of land described in deed to

Fashand Farm LTD., recorded in Document Number 2005-21653, RPRDCT;

THENCE South 00°09'07" East, with said common line, a distance of 653.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northeast corner of Lot 5, Block K, according to said Final Plat of Sutton Fields North Phase 1;

THENCE with the north line of said Sutton Fields North Phase 1, the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" found for corner:

South 89°41'24" West, a distance of 129.41 feet;

North 00°18'36" West, a distance of 83.00 feet;

South 89°41'24" West, a distance of 50.00 feet;

South 00°18'36" East, a distance of 20.00 feet;

South 89°41'24" West, a distance of 751.31 feet;

North 00°18'36" West, a distance of 20.00 feet;

South 89°41'24" West, a distance of 60.00 feet;

South 00°18'36" East, a distance of 20.00 feet;

South 89°41'24" West, a distance of 186.72 feet;

North 65°23'52" West, a distance of 197.00 feet;

And North 29°10'28" West, a distance of 333.82 feet, said iron rod located on the south right-of-way line of Bonar Road (called 60-foot wide R.O.W. at this point), and located at the beginning of a non-tangent curve to the right;

THENCE Northeasterly, with said curve which has a central angle of 2°16'34", a radius of 370.00 feet, a chord that bears North 69°47'08" East, a distance of 14.70 feet, and an arc length of 14.70 to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the easternmost corner of said Bonar Road right-of-way dedication;

THENCE North 19°04'35" West, with the east line of said Bonar Road right-of-way dedication, a distance of 60.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northernmost corner of said Bonar Road right-of-way dedication, and at the beginning of a non-tangent curve to the left;

THENCE Southwesterly, with the north right-of-way line of said Bonar Road and said curve

which has a central angle of $24^{\circ}57'49''$, a radius of 430.00 feet, a chord that bears South $58^{\circ}26'30''$ West, a distance of 185.87 feet, and an arc length of 187.35 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner;

THENCE continuing with the north right-of-way line of said Bonar Road, the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" found for corner:

South $89^{\circ}19'36''$ West, a distance of 21.45 feet;

North $46^{\circ}18'23''$ West, a distance of 5.00 feet;

South $43^{\circ}41'40''$ West, a distance of 50.00 feet;

South $46^{\circ}18'23''$ East, a distance of 5.00 feet;

South $01^{\circ}18'23''$ East, a distance of 21.22 feet;

South $43^{\circ}41'40''$ West, a distance of 200.00 feet;

South $88^{\circ}41'37''$ West, a distance of 21.21 feet;

North $46^{\circ}18'23''$ West, a distance of 15.00 feet;

South $43^{\circ}41'40''$ West, a distance of 50.00 feet;

South $46^{\circ}18'23''$ East, a distance of 5.00 feet;

South $43^{\circ}41'37''$ West, a distance of 82.73 feet, said iron rod located at the beginning of a tangent curve to the right;

And Southwesterly, with said curve which has a central angle of $4^{\circ}02'44''$, a radius of 260.00 feet, a chord that bears South $45^{\circ}42'58''$ West, a distance of 18.35 feet, and an arc length of 18.36 feet to the end of said curve, said point located at the southeast corner of said Lot 10X, Block L;

THENCE North $42^{\circ}15'40''$ West, leaving said north right-of-way line, with the east line of said Lot 10X, a distance of 15.21 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner;

THENCE North $46^{\circ}18'23''$ West, continuing with said east line, a distance of 485.24 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner;

THENCE North $00^{\circ}12'44''$ West, continuing with said east line, a distance of 130.31 feet to the **POINT OF BEGINNING** of herein described tract and containing an area of 42.114 acres of land.

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of July 14, 2020 by CADG Sutton Fields II, LLC a Texas limited liability company (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached Exhibit I (the “Landowner’s Parcel”).
- B. The City Council of the City of Celina (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Sutton Fields II Public Improvement District (the “District”) by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an Neighborhood Improvement Area #4 Assessment Ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Neighborhood Improvement Area #4 Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Neighborhood Improvement Area #4 Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (as amended from time to time, the “Assessments”) on property in Neighborhood Improvement Area #4 of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Neighborhood Improvement Area #4 Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Neighborhood Improvement Area #4 of the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Neighborhood Improvement Area #4 Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.
4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, 142 N. Ohio, Celina, Texas 75009.

Your failure to pay the assessment or the annual installments could result in a lien on and the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

CADG Sutton Fields II, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Sutton Fields II, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

My Commission Expires:

Attachment: Landowner Agreement _CADG Sutton Fields II, LLC NIA #4 v1 (clean) 6-11-20 (Sutton Fields NIA 4- PID - Miscellaneous

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Neighborhood Improvement Area #4 Assessment Ordinance and the Covenants, Conditions and Restrictions in Exhibit II of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Neighborhood Improvement Area #4 Assessment Roll for such Assessed Parcel (or if the Neighborhood Improvement Area #4 Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

**SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #4 REIMBURSEMENT AGREEMENT**

This Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and among the **City of Celina, Texas** (the “City”), **MM Sutton Fields 4A-4B, LLC**, a Texas limited liability company (“MM Sutton Fields”), and **CADG Sutton Fields, LLC**, a Texas limited liability company (“CADG Sutton Fields II”) (MM Sutton Fields and CADG Sutton Fields II are collectively, the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective July 14, 2020 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Sutton Fields II Public Improvement District Amended and Restated Service and Assessment Plan*, dated July 14, 2020, as the same may be further amended, supplemented, and updated from time to time (the “SAP”) approved by Ordinance No. _____ passed and approved by the City Council on July 14, 2020; and

WHEREAS, on October 13, 2015 the City Council passed and approved Resolution No. 2015-51R authorizing the creation of the Sutton Fields II Public Improvement District (the “District”) covering approximately 622 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain Amended and Restated Sutton Fields Facilities and Development Agreement dated June 13, 2017 between CADG Sutton Fields, LLC, a Texas limited liability company (“CADG”) and the City (the “Development Agreement”); and

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Contract effective as of May 21, 2020, by and between CADG and CADG Sutton Fields II, CADG partially assigned CADG’s right, title, interest, and obligations under the Development Agreement to CADG Sutton Fields II (an affiliate of CADG) as they relate to development of a portion of the Neighborhood Improvement Area #4 Assessed Property; and

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Contract effective as of May 21, 2020, by and between CADG and MM Sutton Fields, CADG partially assigned CADG’s right, title, interest, and obligations under the Development Agreement to MM Sutton Fields (an affiliate of CADG) as they relate to development of a portion of the Neighborhood Improvement Area #4 Assessed Property; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Neighborhood Improvement Area #4 Improvements (as defined in the SAP) are to be constructed within Neighborhood Improvement Area #4 of the District Property, as described and depicted in the SAP; and

WHEREAS, on June 9, 2020, the City Council passed and approved Resolution No. _____ determining, among other things, the estimated costs of the Neighborhood Improvement Area #4 Improvements; and

WHEREAS, on July 14, 2020, the City Council passed and approved Ordinance No. _____ (the “Assessment Ordinance”) which, among other things, approved the SAP (including the Neighborhood Improvement Area #4 Assessment Roll), levied assessments, and established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Neighborhood Improvement Area #4 (the “Neighborhood Improvement Area #4 Assessed Property”) for the Neighborhood Improvement Area #4 Improvements in accordance with the Neighborhood Improvement Area #4 Assessment Roll attached as Appendix H to the SAP; and

WHEREAS, the Parties have entered into that certain “Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Construction, Funding, and Acquisition Agreement” dated as of July 14, 2020 (the “Construction Funding Agreement”) for the construction of the Neighborhood Improvement Area #4 Improvements; and

WHEREAS, the SAP established \$4,000,000.00 as the cost of the Neighborhood Improvement Area #4 Improvements to be assessed against Neighborhood Improvement Area #4 of the District Property (the “Neighborhood Improvement Area #4 Improvements Costs”); and

WHEREAS, the SAP allocated the Neighborhood Improvement Area #4 Improvements Costs to Neighborhood Improvement Area #4 of the District Property, and the SAP contemplated the allocation of the Neighborhood Improvement Area #4 Improvements Costs among the single family residential lots to be created from the subdivision of the District Property; and

WHEREAS, assessments against lots within Neighborhood Improvement Area #4 of the District (“Neighborhood Improvement Area #4 Assessments”) are reflected on the Neighborhood Improvement Area #4 Assessment Roll as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance provide, in part, that an assessment or assessments may be paid in full, and if an assessment is not paid in full, it shall be due and

payable in Annual Installments plus interest for a period of 30 years or until the assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Neighborhood Improvement Area #4 Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the “Neighborhood Improvement Area #4 Assessment Revenue”) shall be deposited as required by the PID Act or as otherwise provided in an indenture authorizing the issuance of Future Neighborhood Improvement Area #4 Bonds (as defined below) into an assessment fund that is segregated from all other funds of the City (the “Neighborhood Improvement Area #4 Assessment Fund”); and

WHEREAS, the Neighborhood Improvement Area #4 Assessment Revenue deposited into the Neighborhood Improvement Area #4 Assessment Fund shall be used to reimburse Developer and its assigns for the Neighborhood Improvement Area #4 Improvements Costs advanced by the Developer in an amount not to exceed \$4,000,000.00, plus interest; and

WHEREAS, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior agreements (whether written or oral) including any amendments to those prior agreements between the Parties regarding the subject matter hereof; and

WHEREAS, the obligations of the City to use the Neighborhood Improvement Area #4 Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the Neighborhood Improvement Area #4 Assessment Revenues as herein provided, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Neighborhood Improvement Area #4 Improvements paid by the Developer for the Neighborhood Improvement Area #4 Improvements Costs that were within budgeted costs, or authorized overrun costs, that were paid by the Developer plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2050 (the “Maturity Date”), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed \$4,000,000.00 (the “Reimbursement Amount”), plus interest accrued, as hereinafter provided. The City hereby covenants to create, concurrently

with the execution of this Reimbursement Agreement, a separate fund to be designated the “Neighborhood Improvement Area #4 Assessment Fund.” The Reimbursement Amount is payable from monies to be deposited in the Neighborhood Improvement Area #4 Assessment Fund, or from the net proceeds of Future Neighborhood Improvement Area #4 Bonds, as described below:

- a. The Reimbursement Amount is payable solely from: (i) the Neighborhood Improvement Area #4 Assessment Revenue received and collected by the City and deposited into the Neighborhood Improvement Area #4 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the “Future Neighborhood Improvement Area #4 Bonds”) issued by the City and secured by the Neighborhood Improvement Area #4 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Neighborhood Improvement Area #4 Assessment Revenue shall be received, collected and deposited into the Neighborhood Improvement Area #4 Assessment Fund subject to the following limitations:
 - i. Calculation of the Neighborhood Improvement Area #4 Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP and the Assessment Ordinance.
 - ii. Until such time as Future Neighborhood Improvement Area #4 Bonds are issued, the Neighborhood Improvement Area #4 Assessments shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the Neighborhood Improvement Area #4 Assessments for a Lot for the earlier of 30 years or until the Neighborhood Improvement Area #4 Assessments for such Lot are paid in full.
 - iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed \$4,000,000.00 plus interest from the Neighborhood Improvement Area #4 Assessment Fund and as allowed under Section 2(a) above.
 - iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) ____% for years one through five, and (y) ____% for years six through 31. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was ____%. The interest rate of ____% and ____% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.

3. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Neighborhood Improvement Area #4 Assessment Revenue received and collected by the City and deposited into the Neighborhood Improvement Area #4 Assessment Fund or from the net proceeds of the Future Neighborhood Improvement Area #4 Bonds. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Neighborhood Improvement Area #4 Assessment Revenue received, collected and deposited into the Neighborhood Improvement Area #4 Assessment Fund or from the net proceeds of the Future Neighborhood Improvement Area #4 Bonds. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Construction Funding Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Neighborhood Improvement Area #4 Assessment Revenue and, as a result, is unable to make transfers from the Neighborhood Improvement Area #4 Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
4. If Future Neighborhood Improvement Area #4 Bonds are issued, the net proceeds of such Future Neighborhood Improvement Area #4 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Neighborhood Improvement Area #4 Improvements that have already been paid and then to pay all or any portion of any Neighborhood Improvement Area #4 Improvements Cost. If, after application of the net proceeds of such Future Neighborhood Improvement Area #4 Bonds, any Neighborhood Improvement Area #4 Improvements Cost remains unpaid, then the Developer shall pay or caused to be paid such cost. If, after application of the net proceeds of any Future Neighborhood Improvement Area #4 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from amounts deposited into any funds created for such purpose under any indenture relating to any Future Neighborhood Improvement Area #4 Bonds. Once the principal amount of all Future Neighborhood Improvement Area #4 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.
5. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City,

the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice.

6. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Neighborhood Improvement Area #4 Assessment Fund or the net proceeds of the Future Neighborhood Improvement Area #4 Bonds and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
7. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Neighborhood Improvement Area #4 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
8. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Denton County, Texas.
9. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i)

when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034
And to:	Attn: Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayed CADG Sutton Fields II, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234
To the Developer:	Attn: Mehrdad Moayed MM Sutton Fields 4A-4B, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Neighborhood Improvement Area #4 Assessments contrary to the provisions of the PID Act.
11. Remedies:
 - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.
 - b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer shall: (1) affect the obligations of the City to use the amounts transferred to the Neighborhood Improvement Area #4 Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.
 - c. If the City is in Default, the Developer’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
12. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Neighborhood Improvement Area #4 Bonds, the indenture securing the Future Neighborhood Improvement Area #4 Bonds shall control as the provisions relate to the Neighborhood Improvement Area #4 Assessments. To the extent there is a conflict

between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.

13. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
14. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
15. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
16. The Parties acknowledge that each has been actively involved in negotiating this Reimbursement Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Reimbursement Agreement. In the event of any dispute over the meaning or application of any provision of this Reimbursement Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
17. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
18. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable

against such Party, in accordance with its terms and conditions and to the extent provided by law.

19. This Reimbursement Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Reimbursement Agreement. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
20. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
21. The Parties agree that at any time after execution of this Reimbursement Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Reimbursement Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Reimbursement Agreement is executed or any future City Council.
22. The term of this Reimbursement Agreement is thirty (30) years, or until the Unpaid Balance is paid in full, whichever occurs first. If the Developer defaults under this Reimbursement Agreement, the Development Agreement or the Construction Funding Agreement, this Reimbursement Agreement, the Development Agreement and Construction Funding Agreement shall not terminate with respect to the costs of the Neighborhood Improvement Area #4 Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.
23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable

control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

24. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
25. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF CELINA

Vicki Tarrant, City Secretary

Chad Anderson, Mayor Pro-Tem

APPROVED AS TO FORM

_____, Attorney for the City

[Signature Page for Sutton Fields II PID NIA #4 Reimbursement Agreement]

Attachment: Reimbursement Agreement (Sutton Fields NIA 4- PID - Miscellaneous Agreements)

DEVELOPER:

CADG Sutton Fields II, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

[Signature Page for Sutton Fields II PID NIA #4 Reimbursement Agreement]

DEVELOPER:

MM Sutton Fields 4A-4B, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

[Signature Page for Sutton Fields II PID NIA #4 Reimbursement Agreement]

Attachment: Reimbursement Agreement (Sutton Fields NIA 4- PID - Miscellaneous Agreements)

**SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD
IMPROVEMENT AREA #4 CONSTRUCTION, FUNDING, AND ACQUISITION
AGREEMENT**

THIS SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #4 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this “Agreement”), dated as of July 14, 2020, is by and among the CITY OF CELINA, TEXAS, *a home rule municipality of the State of Texas* (the “City”), MM SUTTON FIELDS 4A-4B, LLC, a Texas limited liability company (“MM Sutton Fields”) and CADG SUTTON FIELDS II, LLC, a Texas limited liability company (“CADG Sutton Fields II”) (MM Sutton Fields and CADG Sutton Fields II are referred to collectively as the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”).

**ARTICLE I
DEFINITIONS**

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Service and Assessment Plan (as hereinafter defined).

“**Actual Cost(s)**” means the costs of the Neighborhood Improvement Area #4 Improvements actually paid or incurred for the design, construction and installation of the Neighborhood Improvement Area #4 Improvements.

“**Administrator**” means, initially, Municap, Inc., or any other individual or entity designated by the City to administer the District.

“**Annual Service Plan Update**” means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to Section VI of the Service and Assessment Plan.

“**Budgeted Cost(s)**” means the costs shown on **Exhibit A** attached hereto.

“**Certification for Payment**” means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided to the City Representative and the Administrator, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Administrator to request payment for Neighborhood Improvement Area #4 Improvements Cost(s).

“**City Manager**” means the City Manager of the City, or its designee.

“**City Inspector**” means an individual employed by or an agent of the City whose job is,

in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

“City Representative” means City Manager of the City, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

“Construction Contracts” means the contracts for the construction of the Neighborhood Improvement Area #4 Improvements. “Construction Contract” means any one of the Construction Contracts.

“Cost(s)” means the Budgeted Cost(s) or the Actual Cost(s) of a Neighborhood Improvement Area #4 Improvement as reflected in a construction contract, if greater than the Budgeted Cost(s).

“Cost Overrun” means, with respect to each Neighborhood Improvement Area #4 Improvement, the Cost(s) or Actual Cost(s) as appropriate of such Neighborhood Improvement Area #4 Improvement in excess the Budgeted Cost(s).

“Cost Underrun” means, with respect to each Neighborhood Improvement Area #4 Improvement, the amount by which the Budgeted Cost(s) exceeds the Actual Cost(s), as appropriate, of such Neighborhood Improvement Area #4 Improvement.

“Development Agreement” means that certain Amended and Restated Sutton Fields Facilities and Development Agreement executed by and between Developer and the City effective June 13, 2017 as recorded on December 5, 2017 as document 2017148786 in the deed records of Denton County, Texas, as may be amended.

“District” means the Sutton Fields II Public Improvement District created by the City on October 13, 2015.

“Final Completion” means completion of a Neighborhood Improvement Area #4 Improvement (including a section or segment of a Neighborhood Improvement Area #4 Improvement) in compliance with existing City standards for dedication under the City’s ordinances and the Development Agreement.

“Mustang SUD” means Mustang Special Utility District.

“Mustang SUD Inspector” means an individual employed by or an agent of Mustang SUD whose job is, in part or in whole, to inspect infrastructure to be owned by Mustang SUD for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

“Neighborhood Improvement Area #4 Assessed Property” means any property that benefits from the Neighborhood Improvement Area #4 Improvements within the District on which Assessments have been imposed as shown in the Neighborhood Improvement Area #4 Assessment

Roll, as the Neighborhood Improvement Area #4 Assessment Roll is updated each year by the Annual Service Plan Update. Neighborhood Improvement Area #4 Assessed Property includes Parcels within the District other than Non-Benefited Property.

“Neighborhood Improvement Area #4 Assessment Fund” means an interest-bearing fund by such name created under the Neighborhood Improvement Area #4 Reimbursement Agreement where monies from the collection of Assessments shall be deposited and a portion of which shall be used to finance the Neighborhood Improvement Area #4 Improvements.

“Neighborhood Improvement Area #4 Improvements” mean, collectively, the Neighborhood Improvement Area #4 Improvements listed in **Exhibit A** to be constructed in compliance with City ordinances and Mustang SUD regulations when applicable. An individual Neighborhood Improvement Area #4 Improvement, including a completed segment or part, shall be referred to as a **Neighborhood Improvement Area #4 Improvement**.

“Neighborhood Improvement Area #4 Reimbursement Agreement” means the Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Reimbursement Agreement dated as of July 14, 2020, by and between the City and the Developer providing for the construction and financing of certain Neighborhood Improvement Area #4 Improvements by the Developer for which the Developer will be reimbursed by the City pursuant to the PID Act.

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

“Plans” means the plans, specifications, schedules and related construction contracts for the Neighborhood Improvement Area #4 Improvements, respectively, approved pursuant to the applicable standards and ordinances of the City or Mustang SUD, as applicable, the Development Agreement, and any other applicable governmental entities.

“Service and Assessment Plan” means the Sutton Fields II Public Improvement District Amended and Restated Service and Assessment Plan, adopted by the City Council on July 14, 2020, as the same may be updated, amended, or supplemented, for the purpose of assessing allocated cost(s) against the property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Developer and the City, as required by this Agreement and in accordance with the PID Act.

“Substantial Completion” means the time at which the construction of a Neighborhood Improvement Area #4 Improvement (or specified part thereof) has progressed to the point where such Neighborhood Improvement Area #4 Improvement (or a specified part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Neighborhood Improvement Area #4 Improvement (or a specified part thereof) can be utilized for the purposes for which it is intended.

“Supplement” means a written document agreed upon by the Parties to this Agreement amending, supplementing or otherwise modifying this Agreement and any exhibit hereto, including any amendments to the list of Neighborhood Improvement Area #4 Improvements in **Exhibit A** in a manner consistent with the Service and Assessment Plan, the PID Act and this Agreement.

ARTICLE II RECITALS

Section 2.01. The District and the Neighborhood Improvement Area #4 Improvements.

- (a) The City has created the District under the PID Act for the financing of, among other things, the acquisition, construction and installation of the Neighborhood Improvement Area #4 Improvements.
- (b) The Neighborhood Improvement Area #4 Improvements are eligible to be financed with the collection of Assessments from property within the District to the extent specified in the Service and Assessment Plan and subject to the provisions of the Development Agreement.
- (c) The Developer will undertake the construction and installation of the Neighborhood Improvement Area #4 Improvements for dedication to and acceptance by the City or Mustang SUD, in accordance with the terms and conditions contained in the Development Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III FUNDING

Section 3.01. Reimbursements.

- (a) The City’s obligation with respect to the payment of the Neighborhood Improvement Area #4 Improvements shall be limited to the Budgeted Cost(s), and shall be payable solely from amounts on deposit within the Neighborhood Improvement Area #4 Assessment Fund for the payment of such cost(s) as provided herein and in the Service and Assessment Plan. The Developer agrees and acknowledges that it is responsible for all Actual Costs, Cost Overruns, except to the extent as provided for in Section 4.04 below, and all expenses related to the Neighborhood Improvement Area #4 Improvements.

- (b) The obligation of owners of Neighborhood Improvement Area #4 Assessed Property within the District, including the Developer to the extent it owns any Neighborhood Improvement Area #4 Assessed Property in the District, to pay Assessments is not in any way dependent on the availability of amounts in the Neighborhood Improvement Area #4 Assessment Fund, or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by the funds on deposit in the Neighborhood Improvement Area #4 Assessment Fund, to pay for all or any portion of the Neighborhood Improvement Area #4 Improvement Cost(s) hereunder.
- (c) The Developer acknowledges that any lack of availability of amounts in the Neighborhood Improvement Area #4 Assessment Fund or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by the funds on deposit in the Neighborhood Improvement Area #4 Assessment Fund, to pay the costs of the Neighborhood Improvement Area #4 Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Neighborhood Improvement Area #4 Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.
- (d) The City shall have no responsibility whatsoever to the Developer with respect to the investments of any monies held by a trustee under an indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

Section 3.02. Disbursements.

The City and the Developer agree that monies deposited into the Neighborhood Improvement Area #4 Assessment Fund and upon the presentation of evidence satisfactory to the City Representative, the City will, on a monthly basis if a Certification for Payment is approved by the City, cause the payment for cost(s) incurred in the administration, and operation of the District and cost(s) of Neighborhood Improvement Area #4 Improvements up to \$4,000,000.00 plus interest accrued pursuant to the Neighborhood Improvement Area #4 Reimbursement Agreement from the Neighborhood Improvement Area #4 Assessment Fund, subject to the availability of funds in the Neighborhood Improvement Area #4 Assessment Fund, to the Developer or its assignees. These payments will be delivered to the Developer or its assignees pursuant to the submission of a Certification for Payment, in accordance with the Development Agreement, this Agreement, and the Neighborhood Improvement Area #4 Reimbursement Agreement, substantially in the form of **Exhibit B** attached hereto.

Section 3.03. Accounts. All disbursements from the Neighborhood Improvement Area #4 Assessment Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, and in all respects, the Neighborhood Improvement

Area #4 Reimbursement Agreement.

ARTICLE IV CONSTRUCTION OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

- (a) All Neighborhood Improvement Area #4 Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform or caused to be performed all of its obligations and shall conduct all operations with respect to the construction of Neighborhood Improvement Area #4 Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Neighborhood Improvement Area #4 Improvements to be acquired and accepted by the City or Mustang SUD, from the Developer as provided in this Agreement.
- (b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Neighborhood Improvement Area #4 Improvement and, upon completion, inspection, and acceptance, convey each Neighborhood Improvement Area #4 Improvement to the City or Mustang SUD, where applicable, in accordance with the terms hereof, even if there are insufficient funds in the Neighborhood Improvement Area #4 Assessment Fund to pay the Actual Cost(s) thereof.

Section 4.02. No Competitive Bidding. The Neighborhood Improvement Area #4 Improvements shall not require competitive bidding pursuant to and Section 252.022(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City or Mustang SUD with respect to the Neighborhood Improvement Area #4 Improvements.

Section 4.04. Remaining Funds after Completion of a Neighborhood Improvement Area #4 Improvement. Upon the Final Completion of a Neighborhood Improvement Area #4 Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Neighborhood Improvement Area #4 Improvement, if the Actual Cost(s) of such Neighborhood Improvement Area #4 Improvement (or its completed segment or phase thereof) is less than the Budgeted Cost(s) (a "Cost Underrun"), any remaining Budgeted Cost(s) will be

available to pay Cost Overruns on any other Neighborhood Improvement Area #4 Improvement (or its completed segment or phase thereof). The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Neighborhood Improvement Area #4 Improvements. Any Cost Underrun for any Neighborhood Improvement Area #4 Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Neighborhood Improvement Area #4 Improvement (or its completed segment or phase thereof), and may be added to the amount approved for payment in any Certification for Payment, as agreed to by the Developer, the Administrator, and the City Representative. Upon the completion of the Neighborhood Improvement Area #4 Improvements (or its completed segment or phase thereof) and the payment thereof pursuant to the terms of the Neighborhood Improvement Area #4 Reimbursement Agreement, if there are funds remaining in the Neighborhood Improvement Area #4 Assessment Fund, such funds will be distributed to the City's general fund and, with respect to such funds, there shall be no remaining obligation to make payment of such funds to the Developer. If bonds are issued by the City that are secured by or that are to be paid, in whole or in part, by funds deposited or to be deposited in the Neighborhood Improvement Area #4 Assessment Fund for the payment of the Neighborhood Improvement Area #4 Improvements, any net balance remaining in the Neighborhood Improvement Area #4 Assessment Fund after a reconciliation of Cost Overruns and Cost Underruns related to Neighborhood Improvement Area #4 Improvements (or its completed segment or phase thereof) will be distributed first to the bond trustee, to the extent prepayment is allowed without penalty under the indenture, for the payment of such bonds, second to the City's general fund, and in no case to the Developer, and the City agrees that upon such issuance of bonds, funds deposited to the Neighborhood Improvement Area #4 Assessment Fund for the payment of Neighborhood Improvement Area #4 Improvements will be dispersed only as described in the bond indenture.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Neighborhood Improvement Area #4 Improvements. The Developer may approve and implement any change orders, even if such change order would increase the Cost of a Neighborhood Improvement Area #4 Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders, except for amounts available and approved pursuant to Section 4.04.

ARTICLE V ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for the Neighborhood Improvement Area #4 Improvements.

- (a) No payment hereunder shall be made from the Neighborhood Improvement Area #4

Assessment Fund or pursuant to any bond indenture for bonds issued by the City for a Neighborhood Improvement Area #4 Improvement (or its completed segment or phase thereof), until a Certification for Payment is received from the Developer for work with respect to a Neighborhood Improvement Area #4 Improvement (or its completed segment or phase thereof) and approved for payment by the City. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit B** hereto (along with all accompanying documentation required by the City) from the Developer, the City Inspector (for a City owned Neighborhood Improvement Area #4 Improvement) shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Neighborhood Improvement Area #4 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement and the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the “Developer Compliance Requirements”), and shall, upon the conclusion of the review, forward the request to the City Representative. The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

- (b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for payment (from those funds available in the Neighborhood Improvement Area #4 Assessment Fund or, if bonds have been issued by the City, forward the Certification for Payment to the bond trustee, or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative’s disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.02 hereof or to the bond trustee in accordance with payment provisions applicable to the bonds and delivery to the Developer in accordance with Section 5.01(d) hereof, and any such partial work shall be processed for payment under Section 5.02, notwithstanding such partial denial.

- (d) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within 30 days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Administrator or the bond trustee, as applicable, for payment until the dispute is resolved by the City and the Developer.
- (e) The Developer shall deliver the approved or partially approved Certification for Payment by the City Representative as provided in Section 5.01(c), or approved by the City Council, to the Administrator for payment and the Administrator shall make such payment from the Neighborhood Improvement Area #4 Assessment Fund in accordance with Section 5.02 below; provided, however, if bonds have been issued, the Developer shall provide the Certification for Payment to the bond trustee.

Section 5.02. Payment for Neighborhood Improvement Area #4 Improvement.

- (a) If no bonds have been issued by the City, upon receipt of a reviewed and approved Certification for Payment, as evidenced by the signature of the City Representative, the Administrator shall make payment from the Neighborhood Improvement Area #4 Assessment Fund from those funds available, for such approved Certification for Payment pursuant to the terms of the Certification for Payment in an amount not to exceed the Budgeted Cost(s), except as provided for in Section 4.04. Any amount remaining to be paid on a monthly basis after funds have been exhausted in the Neighborhood Improvement Area #4 Assessment Fund, shall remain as an amount outstanding to be paid, and shall be paid in the next monthly disbursement of funds from the Neighborhood Improvement Area #4 Assessment Fund, again subject to availability of funds in the Neighborhood Improvement Area #4 Assessment Fund.
- (b) Notwithstanding any other provisions of this Agreement, the Administrator shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any assignee of the Developer to the extent of such lien release. If the request

for payment results in ninety percent (90%) or more of the Budgeted Costs for such Neighborhood Improvement Area #4 Improvement identified in such request for payment being paid, then the Administrator or the bond trustee, as applicable, shall hold the payment until work with respect to that Neighborhood Improvement Area #4 Improvement has been completed by the Developer and accepted by the City. Neither the Administrator, nor the City, City Council, City Manager, or City Representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.

(c) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Neighborhood Improvement Area #4 Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Neighborhood Improvement Area #4 Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Neighborhood Improvement Area #4 Improvement until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI OWNERSHIP AND TRANSFER OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENT

Section 6.01. Neighborhood Improvement Area #4 Improvement to be Owned by the City or Mustang SUD– Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Neighborhood Improvement Area #4 Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Neighborhood Improvement Area #4 Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Neighborhood Improvement Area #4 Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Neighborhood Improvement Area #4 Improvement Constructed on City Land or Developer Land. If the Neighborhood Improvement Area #4 Improvement is on land

owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Neighborhood Improvement Area #4 Improvement. If the Neighborhood Improvement Area #4 Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Neighborhood Improvement Area #4 Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City or Mustang SUD title to property and/or easements related to the Neighborhood Improvement Area #4 Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Neighborhood Improvement Area #4 Improvement. The provisions for inspection and acceptance of such Neighborhood Improvement Area #4 Improvement otherwise provided herein shall apply.

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

- (a) Organization. The Developer consists of collectively, two Texas limited liability companies duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business in the State of Texas as now being conducted as hereby contemplated.
- (b) Authority. The Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.
- (c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.
- (d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the District or the Neighborhood Improvement Area #4 Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Neighborhood Improvement Area #4 Improvements.
- (e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Neighborhood Improvement Area #4 Assessment Fund for the

acquisition or construction of any improvement that are not part of the Neighborhood Improvement Area #4 Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

- (f) Financial Records. For a period of two years after completion of the Neighborhood Improvement Area #4 Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Neighborhood Improvement Area #4 Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.
- (g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Neighborhood Improvement Area #4 Improvements will be constructed in full compliance with such Plans and any change orders thereto consistent with the PID Act and the Development Agreement.
- (h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the City Manager or the City Representative related to the status of construction of the Neighborhood Improvement Area #4 Improvements within the District and the anticipated completion dates for future Neighborhood Improvement Area #4 Improvements.
- (i) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND TIS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE

PROVISION OF THE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE NEIGHBORHOOD IMPROVEMENT AREA#4 IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

Section 7.03. Use of Monies by City. The City agrees not to take any action or direct the Administrator to take any action to expend, disburse or encumber the monies held in the Neighborhood Improvement Area #4 Assessment Fund, and any monies to be transferred thereto for any purpose other than the purposes permitted by the Service and Assessment Plan, including amendments and annual updates, or the Neighborhood Improvement Area #4 Reimbursement Agreement. The City agrees not to modify or supplement the Service and Assessment Plan without the approval of the Developer or its assigns if as a result or as a consequence of such modification or supplement (a) the amount of monies that would otherwise have been (i) available under the Neighborhood Improvement Area #4 Assessment Fund for the Costs of the Neighborhood Improvement Area #4 Improvements is reduced, delayed or deferred, or (ii) available in the Neighborhood Improvement Area #4 Assessment Fund upon the issuance of bonds as described herein, is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer or its assigns are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Developer or its assigns are or may be modified, limited, restricted or otherwise adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII TERMINATION

This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Neighborhood Improvement Area #4 Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Neighborhood Improvement Area #4 Assessment Fund to pay for same, and the Developer shall have no claim or right to any further payments for the Cost(s) of a Neighborhood Improvement Area #4 Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Neighborhood Improvement Area #4 Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to a Neighborhood Improvement Area #4 Improvement only as provided for under the terms of an indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the trustee to cease making payments for the Actual Costs of Neighborhood Improvement Area #4 Improvements, provided that the Developer shall receive payment of the Actual Costs of any Neighborhood Improvement Area #4 Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Neighborhood Improvement Area #4 Improvements not accepted by the City and use all or any portion of the funds on deposit in the Neighborhood Improvement Area #4 Assessment Fund and the Developer shall have no claim or right to any further payments for the Neighborhood Improvement Area #4 Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Neighborhood Improvement Area #4 Reimbursement Agreement. The City shall have no obligation to perform any work related to a Neighborhood Improvement Area #4 Improvement or to incur any expense or cost in excess of the remaining balance of the Neighborhood Improvement Area #4 Assessment Fund.

Section 8.03. Construction of the Neighborhood Improvement Area #4 Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform

its obligations with respect to the Neighborhood Improvement Area #4 Improvements in accordance with this Agreement and the Development Agreement.

Section 8.04. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, epidemics and pandemics, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) (“Force Majeure”), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.04 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City’s obligations to make any payments hereunder are restricted entirely to the monies, if any, in the Neighborhood Improvement Area #4 Assessment Fund and, subject in all respects to Article III hereof, from no other source. Neither the City, the City Inspector, the City Representative, nor any other City employee, officer, official, or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days’ prior written notice to a Developer, to review all books and records of the Developer pertaining to Costs and expenses incurred by the Developer only with respect to any of the Neighborhood Improvement Area #4 Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer, Fort & McDonald
6371 Preston Road, Suite 200
Frisco, Texas 75034

And to: Attn: Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

To the Developer: Attn: Mehrdad Moayed
CADG Sutton Fields II, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayed
MM Sutton Fields 4A-4B, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for a Neighborhood Improvement Area #4 Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Neighborhood Improvement Area #4 Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee’s express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a Party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City’s or the Developer’s rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Neighborhood Improvement Area #4 Reimbursement Agreement with respect to any receivables due under this Agreement, the Neighborhood Improvement Area #4 Reimbursement Agreement shall control. If the City issues bonds to finance the Neighborhood Improvement Area #4 Improvements under the terms of a bond indenture and there is a conflict between this Agreement, the Development Agreement, the Neighborhood Improvement Area #4 Reimbursement Agreement, and the bond indenture, the bond indenture shall control.

Section 9.07. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party’s right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is

intended to or shall be construed to confer upon or to give to any person or entity other than the Parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

Section 9.10. Amendment. This Agreement may be amended upon Agreement of the Parties, from time to time in a manner consistent with the PID Act, in writing hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement shall become effective upon its execution and delivery, by the Parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Effective Date.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Neighborhood Improvement Area #4 Reimbursement Agreement have been paid. If bonds are issued by the City to finance the Neighborhood Improvement Area #4 Improvements, this Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding bonds issued under the bond indenture. If the Developer defaults under this Agreement, the Development Agreement or the Neighborhood Improvement Area #4 Reimbursement Agreement, this Agreement, the Development Agreement and the Neighborhood Improvement Area #4 Reimbursement Agreement shall not terminate with respect to the costs of the Neighborhood Improvement Area #4 Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Execution pages follow]

Attachment: Sutton Fields II PID NIA# 4 CFA v1 (clean) 6-11-20 (Sutton Fields NIA 4- PID - Miscellaneous Agreements)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this the _____ day of _____, 2020.

CITY OF CELINA

By: _____
Name: Chad Anderson, Mayor Pro-Tem

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for the City

[Signature Page for Neighborhood Improvement Area #4 CFA]

Attachment: Sutton Fields II PID NIA# 4 CFA v1 (clean) 6-11-20 (Sutton Fields NIA 4- PID - Miscellaneous Agreements)

DEVELOPER:

CADG Sutton Fields II, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

[Signature Page for Neighborhood Improvement Area #4 CFA]

DEVELOPER:

MM SUTTON FIELDS 4A-4B, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

[Signature Page for Neighborhood Improvement Area #4 CFA]

Exhibit A**List of Neighborhood Improvement Area #4 Improvements and Budgeted Costs**

Neighborhood Improvement Area #4 Improvements	Estimated Costs
Roadway improvements	\$2,286,637
Water distribution improvements	\$753,549
Sewer collection improvements	\$1,294,285
Storm sewer collection improvements	\$1,443,748
Other soft and miscellaneous improvements	\$0
Total	\$5,778,220

Exhibit B**FORM OF CERTIFICATION FOR PAYMENT**

The undersigned is an agent for CADG Sutton Fields II, LLC, a Texas limited liability company and/or MM Sutton Fields 4A-4B, LLC, a Texas limited liability company (collectively, the “Developer”) and requests payment from the Neighborhood Improvement Area #4 Assessment Fund (as defined in the Neighborhood Improvement Area #4 CFA Agreement) from the City of Celina, Texas (the “City”) in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the construction of certain Neighborhood Improvement Area #4 Improvements related to the Sutton Fields II Public Improvement District (the “Neighborhood Improvement Area #4 Improvements”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Construction, Funding, and Acquisition Agreement (the “Neighborhood Improvement Area #4 CFA Agreement”).

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Neighborhood Improvement Area #4 Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Neighborhood Improvement Area #4 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Neighborhood Improvement Area #4 Improvement, and such costs are in compliance with the Neighborhood Improvement Area #4 CFA Agreement and the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Neighborhood Improvement Area #4 CFA Agreement, the Development Agreement and the Service and Assessment Plan.
5. All conditions set forth in the Neighborhood Improvement Area #4 CFA Agreement, and the Development Agreement for the payment hereby requested have been satisfied.
6. The work with respect to the Neighborhood Improvement Area #4 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Neighborhood Improvement Area #4 Improvement.

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.
8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Neighborhood Improvement Area #4 Improvement consisting of any real property, or any interest in real property including easements and rights-of-way and open space if any, to be acquired by the City including specifically monies on deposit in the Neighborhood Improvement Area #4 Assessment Fund.

Payments requested should include the following:

Payee / Description of Neighborhood Improvement Area #4 Improvement	Total Cost of Neighborhood Improvement Area #4 Improvement	Budgeted Cost of Neighborhood Improvement Area #4 Improvement	Amount to be paid from the Neighborhood Improvement Area #4 Assessment Fund

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Neighborhood Improvement Area #4 CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Neighborhood Improvement Area #4 Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans. Afterwards, the City must then accept or deny this Certification for Payment.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

I hereby declare that the above representations and warranties are true and correct.

CADG SUTTON FIELDS II, LLC

MM SUTTON FIELDS 4A-4B, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robin Bromiley, Director of Finance
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re: Amend 2019-2020 Budget

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:

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

Provide update across funds for transition to pool cash and closure of funds. Budget amendments are to prepare general ledger for end of fiscal year close.

Fund 102 (General) - Transfer funds for pooled cash conversion based on audited accounts.

Fund 103 (Debt Service) - Interest and Sinking Fund is proposed to be amended for developer incentive payment structure through a chapter 380 agreement and SAP.

Fund 107 (Roadway Impact) and Fund 109 (Parkland) are updated for proposed and existing Capital Improvements Projects and Grants that were transitioned from the Parks Construction Fund.

Fund 113 (VERF) - Vehicle and Equipment Replacement Fund includes vehicle purchase to be purchased before October 1.

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

Fund 117 (Donations)- Updating police expenditure line items to match spending for Blue Santa and updating Fire for equipment purchased for Wildland and Firefighter PPE/ gear.

Fund 120 - (Capital Acquisition) Adjust budget for capital items purchased in previous years, but not received until current fiscal year and updating budget for anticipated expenditures.

Fund 121 (Roadway Capital), Fund 208 (Drainage) and Fund 209 (Water Capital Recovery) - These funds are for CIP items that have been council approved and is to update the accounting records to correspond with projects.

Fund 122 - (Technology) Expense reallocated to alternative fund for NPL fiber.

Fund 123 (Integrity) - Update budget for grant allocations and proposed expenditures.

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

Fund 202 (Water/Wastewater) - Update transfers to General Fund from W/WW in-kind services.

Financial Considerations:

Supporting Documents:

Staff Recommendation:

Approval

BUDGET AMENDMENT

Budget Change # 9

Account #	Account Name	Description	Approved Budget	Adjustment	Updated Budget
Budget Adjustment					
103-123-000-6670	Developer Incentive payment	Chapter 380 Agreement distribution	-	957,770.00	957,770.00
102-104-000-7500	Transfers out	Transfers to other funds - pooled cash set up from Audited Accounts	-	3,356,077.00	3,356,077.00
107-111-000-8501	Engineering/ Design - CIP	Update CIP budget for Roadway Impact Fee Study and Other Road projects	375,000.00	576,500.00	951,500.00
109-113-000-8600	Land Acquisition	Accounting update to transition of Fund 108 to Fund 109 from the CIP	-	1,334,213.00	1,334,213.00
109-113-000-8600	Land Acquisition	Park Grant reallocation of Accounting Fund used approved by council.	1,600,000.00	2,480,000.00	4,080,000.00
109-113-000-8502	Construction	Park Funds allocation to additional projects	-	519,000.00	519,000.00
109-113-000-8600	Land Acquisition	Update CIP budget within funding for P11, Linear Park.	-	761,000.00	761,000.00
113-110-000-6840	Capital Vehicles	Move up replacement of VERF vehicle from October	-	55,000.00	55,000.00
114-102-000-8505	Peg Funds	Provide budget for receipt of PEG funds	-	100,000.00	100,000.00
117-112-000-6766	Blue Santa	Update Public Safety Budget for Blue Santa Expenditures	-	1,000.00	1,000.00
117-110-000-6321	PPE Supplies	Update Public Safety Budget for Wildland and Firefighter gear/ PPE	-	16,000.00	16,000.00
120-113-000-6830	Capital Equipment	Adopted Budget adjusted for previous year vehicles purchases received	412,455.00	217,637.00	630,092.00
120-103-000-6830	Capital Equipment	Update budget for Proposed Expenditures	-	71,510.00	71,510.00
121-111-000-6800	Capital Expenditures - CIP	Accounting Update for variopus road projects, council approved	500,000.00	456,794.00	956,794.00
122-123-000-6200	Contract Services	Expense reallocated to alternate Fund - NPL Fiber	-	149,000.00	149,000.00
123-123-000-6770	Integrity Fund	Budget update for Grant allocations	-	37,500.00	37,500.00
123-123-000-6770	Integrity Fund	Update budget for Proposed Expenditures	-	143,000.00	143,000.00
202-123-000-7500	W WW Fund Transfer	Update Transfer to General Fund from W/WW, Inkind	613,000.00	100,612.00	713,612.00
126-123-000-6680	Covid Expenses	Accounting / Budget update to newly created fund for CARE Act funding	250,000.00	406,581.94	656,581.94
208-124-000-8501	Drainage Engineering - CIP	Accounting Update for Drainage projects council approved	-	190,000.00	190,000.00
208-124-000-8502	Drainage Construction - CIP	Accounting Update for Drainage projects council approved	-	400,000.00	400,000.00
209-117-000-6670	Water Capital Recovery -CIP	Accounting update for Water capital recovery projects, council approved	-	43,000.00	43,000.00
209-117-000-8501	Water Capital Recovery -CIP	Accounting update for Water capital recovery projects, council approved	-	150,000.00	150,000.00

Description

Budget Amendment Ordinance 07/14/2020

Created By	Date
Robin Bromiley	7/14/2020
Reviewed By	Date
Entered By	Date

Council Approval Required

Yes

No

Approved by Council

Date

Attachment: 2020-9 (Budget Amendment)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Glasgow, Asst Director of Engineering
 Date: July 14, 2020
 Re: Ownsby Parkway Project R13

Action Requested:

Consider and act to authorize an agreement for engineering services for Ownsby Parkway (Preston Rd to CR 83) Phase 1 Improvements and Ownsby Parkway (CR 83 to Coit Rd) Phase 2 Improvements with Peloton Land Services for an amount not to exceed \$160,000. (Berry)

Background Information:

The scope includes engineering and surveying services by Peloton Land Solutions, Inc. for the design of Ownsby Parkway (Preston Rd to CR 83) Phase 1 and Ownsby Parkway (CR 83 to Coit Rd) Phase 2.

The City maintains an executed Master Service Agreement with Peloton to provide on-call engineering services. Staff has requested Peloton provide services for the above scope of services.

Alternatives:

Council may reject authorization of the agreement and direct staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in Project R13. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Agreement and Scope of Work.

Staff Recommendation:

Authorize the engineering services agreement.



Attachment “A”

Engineering Services – Completion of Ownsby Parkway (Preston Rd to CR 83) Improvements & Ownsby Parkway (CR 83 to Coit Rd) Improvements

Task Order #1

Scope of Work

The scope defines the engineering and surveying services to be performed by Peloton Land Solutions, Inc. (Peloton) for the City of Celina (City) on Task Order #1 of the Ownsby Parkway (Preston Rd to CR 83) Improvement (Phase 1) & Ownsby Parkway (CR 83 to Coit Rd) Improvements project (“Phase 2”).

Phase 1

The scope of this task order is to complete the construction plans for the improvements of Ownsby Parkway from Preston Road to CR 83 as shown in Attachment “C”. Specifically, these construction plans will consist of the paving and drainage design for the approximately 5,300 lineal feet of Ownsby Parkway between Preston Road and CR 83. The plans are currently at 90% which was completed underneath City Project #R13. The previous contract was for the design of Ownsby Parkway to be a four lane roadway.

This scope of services consists of project management, preparation of easement documents, preparation of construction plans & documents, and assistance with bidding and construction. This scope will produce construction plans for the full four lane build-out of Ownsby Parkway. The project excludes a traffic study and/or signalization design for the Preston Road and CR 83 intersections, but will include the intersection geometry, paving and transition to existing roadways.

Phase 2

The scope of this task order is to complete the construction plans for the improvements of Ownsby Parkway from CR 83 to Coit Road as shown in Attachment “C”. Specifically, these construction plans will consist of the paving and drainage design for the approximately 1,500 lineal foot of Ownsby Parkway between CR 83 and Coit Rd, generally aligned as depicted in the City’s PD-74 for the Wood property in which the road would will bisect.

This scope of services consists of project management, field topographic survey, geotechnical engineering, preparation of easement documents, preparation of construction plans & documents, and assistance with bidding and construction. This scope will produce construction plans for two southern (eastbound) lanes and two northern lanes (westbound). However, to ensure that the future phases of the roadway can be constructed as intended, Peloton will design the full future section of the roadway (three lanes in each direction) for the full 1,500-foot limits of the project and an intermediate-conditions intersection with CR 83 and Coit Road. The project excludes a traffic study and/or signalization design for the CR 83 and Coit Rd intersections, but will include the intersection geometry, paving and transition to existing roadways.



Proposed Services – Task Order #1 – Phase 1

1.0 Design Management

1.1 Project Meetings

Peloton will orchestrate and attend project meetings as directed by the City to ensure the design team, City, and citizens of Celina remain informed and have direct input on the project. These meetings will include:

- Project kick-off meeting with the City;
- Design review meetings (1) with the City, at or after milestone (Final) submittals;
- Periodic conference calls with City staff to discuss status and design issues (monthly).

1.2 Project Team Management

Peloton will lead, manage, and direct design team members and activities to ensure quality, timeliness, and performance. This management will include:

- Orchestrating and hosting internal team meetings;
- Communication and reporting;
- Meeting agendas and minutes;
- Monthly invoicing & progress reports to the City;
- Programmed QA/QC review;
- Sub-consultant coordination and oversight;
- Project schedule preparation and updates.

Work on this task order is expected to commence in August 2020, with an estimated duration of 8 months to produce 100% level construction plans & documents. Project management effort after this point will be considered (and billed as) bid or construction phase services.

2.0 Final Plans and Construction Documents

Peloton will prepare and submit Final Plans (90%) and Construction Documents (100%) for the project. The final submittal will include:

- 4.1 Final Improvement Plans (90%)
- 4.2 ROW/Easement Plat (Final)
- 4.3 Construction Plans (100%)
- 4.4 Project Specifications (Final)
- 4.5 Quantities and Opinion of Probable Cost (Final)

These plans will be incorporated into one cohesive plan set with the scope outlined in Phase 2.



Proposed Services – Task Order #1 – Phase 2

1.0 Design Management

1.1 Project Meetings

Peloton will orchestrate and attend project meetings as directed by the City to ensure the design team, City, and citizens of Celina remain informed and have direct input on the project. These meetings will include:

- Project kick-off meeting with the City;
- Design review meetings (3) with the City, at or after milestone (30/60/Final) submittals;
- Periodic conference calls with City staff to discuss status and design issues (biweekly).

1.2 Project Team Management

Peloton will lead, manage, and direct design team members and activities to ensure quality, timeliness, and performance. This management will include:

- Orchestrating and hosting internal team meetings;
- Communication and reporting;
- Meeting agendas and minutes;
- Monthly invoicing & progress reports to the City;
- Programmed QA/QC review;
- Sub-consultant coordination and oversight;
- Project schedule preparation and updates.

Work on this task order is expected to commence in August 2020, with an estimated duration of 8 months to produce 100% level construction plans & documents. Project management effort after this point will be considered (and billed as) bid or construction phase services.

2.0 Data Collection & Conceptual (30%) Design

2.1 Data Collection

Peloton will perform research and collect data for the project analysis and design, with services to include:

- Obtain and review record drawings, utility design plans, and previous studies
- Perform an initial site visit with investigative photo documentation
- Obtain and review City standard drawings, specifications, and design guides
- Research and obtain property owner information (plats and right-of-way documents for the affected streets and elementary school)

2.2 Topographic Survey

Peloton will perform detailed topographic field surveys along and adjacent to the project corridor as needed to carry out the design of this project. The survey will consist topography and surface features along the project corridor as described in the introduction. It is assumed that all survey will take place in public easements, right-of way, or school property. This scope assumes that the City will assist in gaining access to adjacent private properties if necessary.

2.3 Subsurface Utility Investigation

Peloton will investigate the existing subsurface utilities along the project corridor for the purposes of identifying utility locations and ownerships, while confirming project design opportunities and constraints. This investigation will include:

- Contacting “Texas811” to request pinning of existing utility locations along the project corridor;
- Topographic surveying of the “Texas811” utility pin flags;
- Field investigation of utilities to confirm pinning and topographic survey;
- Identification and confirmation of ownership of all utilities within corridor (wet and dry);
- Inverts and interior line connection diagrams of sewer and SD manholes and water vaults;
- Resolution of any discrepancies between record drawings and surveyed facilities;
- Recommendations for further subsurface investigations (potholing, ground penetrating radar, geophysical search methods, etc)

2.4 ROW/Easement Research and Boundary Survey

Peloton will research record documents and field locate available on-ground property monumentation along the project corridor. This information will be used to develop a right-of-way/easement control drawing and boundary survey. This research and surveying will include:

- Determination of locations and ownerships of existing public rights-of-way and easements (research current public record to determine ownership of impacted lands and those easements discovered during the research). If any takings or easements are determined during the design, a title search will be performed by the City’s right-of-way agent, and the information provided to Peloton for use. The work of the right-of-way agent is not included in this scope of work.
- Confirmation of locations and existing monumentation and property line/corner identifiers (iron rods, caps, corner witnesses, stakes, fencing, etc.) with field measurements
- Correlation of rights-of-way, easements, and property lines with project control and base topographic drawings.

2.5 Conceptual (30%) Design Engineering Plans

Peloton will prepare a Conceptual Engineering Design Plans package for the project limits described in the introduction of this scope. This submittal package will represent a level of completeness, as related to the 100% Construction Documents, of roughly 30%. The plans will reflect the sanitary sewer, water line, paving plan and profile; proposed grading; existing utility information and proposed adjustments; benchmarks and control information; proposed easements; and a list of anticipated standard and/or special construction details.

2.6 Conceptual Storm Drain Design

Peloton will prepare preliminary drainage area maps and provide initial hydrologic and hydraulic calculations for the storm water runoff produced by and impacting the Ownsby Parkway design segment. This will be a planning level effort necessary for conceptual culvert, storm drain, and/or interim roadside ditch analysis and design. The results for this analysis will be presented on the Conceptual Design Plans (no H&H report included for this task).

3.0 Engineering Plans (75% Design)

Peloton will prepare an Engineering Design Plans package addressing review comments from the Conceptual Plans, objectives identified in a site constructability review, and as further refined in the project design process. This submittal package will represent a level of completeness, as related to the 100% Construction Documents, of roughly 75%. Peloton intends to retain, as a sub-consultant, the local engineering firm of Baird, Hampton & Brown (BHB) for streetlight designs and collaboration on the future Ownsby Parkway and Coit Rd, and Ownsby Parkway and CR 83 intersection layout plans. The project schedule will be updated with this submittal package along with other documentation listed in the following sub-tasks.

3.1 Site Visit/Constructability Review

Peloton will orchestrate and participate with the City in an on-site project corridor walk-through to evaluate elements of Conceptual Design Plans and conduct a constructability review for concerning elements of the project. It is anticipated that this review will occur prior to or on concert with the preparation of the Engineering Plans.

3.2 Geotechnical Investigation/Pavement Design

Peloton intends to retain Alpha Testing, Inc. a local Geotechnical engineering firm, as a sub-consultant to perform a Geotechnical investigation and provide pavement design and utility trenching recommendations for the project. Their services will be provided in accordance with the City's Geotechnical Performance Specifications and include:

- 10-ft deep soil borings and in-situ sampling at no more than 500-ft intervals along the project corridor
- Laboratory testing and engineering analysis to determine existing soil conditions
- A detailed Geotechnical engineering study with pavement design and utility trenching recommendations in conformance with City standards.

3.3 Engineering Plans (75%)

Peloton will prepare and submit Engineering Plans to the City for review and comment. This plan set will be prepared in accordance with the City's Engineering Standards and include:

- Cover sheet with sheet index
- General notes sheet
- ROW/easement layout sheet with horizontal and vertical control
- Existing conditions
- Demolition plans
- Surface utility adjustment plans
- Plan and profile pavement plans
- Signage, striping, street markings, and streetlight plans
- Future Ownsby Pkwy. and Coit Road intersection conceptual layout plan
- Project phasing and traffic control plans
- Sanitary sewer extension plans
- Drainage area maps and calculations (updated)
- Plan and profile storm drain plans
- Roadway design cross-sections (as needed to support plan and profile drawings)



- Standard construction details
- Erosion control plans

3.4 Preliminary Project Specifications

Peloton will provide Preliminary Project Specification to support the Engineering Plans. The specifications book will be based on the latest edition of City's Technical Specifications and/or the North Central Texas Standard Specifications for Public Works Construction.

3.5 Quantities and Opinion of Probable Cost (updated)

Peloton will prepare and submit to the City an updated quantity takeoff and opinion of probable construction cost estimate reflecting changes and additions in the Engineering Plans. City provided unit costs (if available) will be used for this estimate.

3.6 Preliminary ROW/Easement Plats

Peloton will prepare and submit Preliminary right-of-way and/or easement plats based on the boundary survey and improvement proposed on the Engineered Plans. These will be preliminary documents needed to obtain right-of-way dedications and/or easements needed for improvements, construction, and temporary access along the project corridor. This scope anticipates this effort will require one plat showing ROW dedications of up to six parcels and no more than six separate easement documents.

4.0 Final Plans and Construction Documents

Peloton will prepare and submit Final Plans (90%) and Construction Documents (100%) for the project. The final submittal will include:

- 4.1 Final Improvement Plans (90%)
- 4.2 ROW/Easement Plat (Final)
- 4.3 Construction Plans (100%)
- 4.4 Project Specifications (Final)
- 4.5 Quantities and Opinion of Probable Cost (Final)

The final construction plans for the scope outlined in Phase 1 will be included with the plans included in the scope for Phase 2 as one cohesive set.

5.0 TPDES Permit (SWPPP) Document Preparation

Peloton will prepare erosion control plans, a Storm Water Pollution Prevention Plan (SWPPP), and the Construction Site Notice to be submitted to the City of Celina for approval. These plans will cover the SWPPP documents for the entire scope of work from Preston Road to Coit Road.

6.0 Bidding Support Services

Peloton will provide Bidding Support to the City for the award of the project to a selected contractor. This work will be in assistance to the Cities on-staff Construction Manager. The work will be charged an hourly rate for the work performed, with a not to exceed amount without prior authorization.

These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following:

- Preparation of bid quantities
- Substitutions and alternate materials review

7.0 Construction Support Services

Peloton will provide Construction Support to the City to facilitate the construction of the project. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following services and tasks. For this proposal, it is assumed that construction will take no more than 8 months and Peloton will perform an average of two site visits per month for observation, issue resolution, and field reporting.

- Preconstruction conference
- Site visits/observations and progress reports during construction
- Review Geotech field reports, samples, and material submittals
- Review and address RFI/RFC requests, change orders, and shop drawings
- Punch-list walkthrough and final project/acceptance walkthrough
- Record Drawings (PDF) and final electronic CAD drawing files (markups including field measurements to be provided by contractor)

Exclusions

The following Exclusions apply to this Scope of Work:

- Potholing or other subsurface investigation activities;
- Sanitary Sewer Design;
- Water Line Design;
- Master Planning for Water or Sewer Design;
- Stormwater Report;
- Construction staking and as-built surveying;
- Material testing during construction;
- Floodplain Development Permit or FEMA application;
- Natural gas pipeline lowering or relocations;
- Environmental permitting or JWOTUS delineations /mitigation planning;
- Traffic impact analysis, studies, or traffic signal designs;
- Landscape designs or improvements, other than revegetation of disturbed areas;
- TxDLR/TAS Accessibility review;
- MTP amendments or updates;
- Retaining walls or structural designs.

Attachment 'B'

Compensation and Fees

Compensation

For all services included in Exhibit A: Scope of Work, Peloton shall be compensated a maximum amount of **\$160,000.00** as summarized in the following table. Task Order #1 Tasks 1.0 through 2.0 shall be billed as lump sum amounts. Task Order #2 Tasks 1.0 through 5.0 shall be billed as lump sum amounts, and tasks 6.0 and 7.0 shall be billed as hourly tasks at Peloton's actual billing rates. The subconsultant fee for geotechnical engineering, included in Task 3.0 as \$7,0000.00 and the signage and lighting plan subconsultant fee, included in Task 3.0 as \$3,250.00, is a maximum amount as provided in the subconsultant's scope. If the subconsultant bills less than this amount, Peloton will bill the City the actual amount and reduce the maximum fee accordingly. This maximum fee shall be considered full compensation for all labor, materials, supplies, travel expenses, equipment, and sub-consultant fees necessary to deliver the services described in herein. The lump sum and hourly total fee shall not be exceeded without prior authorization from the City. If additional services are required beyond this Scope of Work, compensation shall be per corresponding contract addenda.

Task Order #1 – Phase 1 Lump Sum Fee Summary

<u>Task</u>	<u>Fee</u>
1.0 Design Management	\$4,000.00
2.0 Final Plans & Construction Documents	\$17,000.00
Total Lump Sum	<u>\$21,000.00</u>

Task Order #1 – Phase 2 Lump Sum Fee Summary

<u>Task</u>	<u>Fee</u>
1.0 Design Management	\$8,000.00
2.0 Data Collection & Conceptual (30%) Design	\$50,000.00
3.0 Engineering Plans (75% Design)	\$32,000.00
4.0 Final Plans & Construction Documents	\$30,000.00
5.0 TPDES Permit Document Preparation	\$10,000.00
6.0 Bidding Support Services (Time & Materials, not to exceed)	\$1,500.00
7.0 Construction Support Services (Time & Materials, not to exceed)	\$4,000.00
Reimbursable Expenses (estimated)	\$3,500.00
Total Lump Sum	<u>\$139,000.00</u>

EXHIBIT "C"



Attachment: Scope of Work (Ownsby Design Project R13)



May 4, 2020

Mr. T.J. Wells, P.E.
Peloton Land Solutions
11000 Frisco St., Ste 400
Frisco, Texas 75033

**RE: OWNSBY PARKWAY EXTENSION
STREET LIGHTING DESIGN
CELINA, TEXAS**

Dear T.J.,

We appreciate the opportunity to offer our proposal to provide the electrical design for the referenced project as described in your e-mail and attachment dated May 4, 2020. The project consists of providing the power and lighting design for street lighting along the extension of a public road in Celina, TX near County Road 83 (approximately 1500 feet).

Our fee proposal makes the following assumptions:

- The roadway lighting design will be in accordance with City of Celina standards.
- BHB will coordinate with the Utility and the City of Celina to identify points of service origin and lighting control enclosure locations.
- We cannot be responsible for equipment delivery that affects construction schedules.
- Our fee proposal is based upon producing the Contract Documents using AutoCad. This proposal does not include producing cadd drawings in Microstation format.
- This proposal assumes that services during construction will be performed on an hourly basis as requested by your office.

We propose to provide the electrical engineering design for the referenced project in sufficient detail to receive construction bids from subcontractors and in sufficient detail to install the systems in accordance with applicable codes. Deliverables will include original drawings (CADD Plots) and specifications prepared for binding separately. Drawings will be sealed by a Registered/Licensed Professional Engineer.

In addition to the hourly conceptual design effort described above we propose a stipulated sum fee of Three Thousand Two Hundred Fifty Dollars and No Cents (\$3,250.00) for the street lighting design. Invoices will be forwarded to your office based upon the percentage of design completed during each billing period. Stipulated sum includes cost of long distance telephone calls, telephone faxes and mailing costs. Stipulated sum includes travel expenses for travel to the project site, but does not include reproduction expenses, other than single copy originals for final drawings. Travel expenses, plotting and reproduction expenses,

6300 Ridglea Place, Suite 700 | Fort Worth, Texas 76116 | PH: 817.338.1277 | FX: 817.338.9245

TBPE Firm #44, TBPLS Firm #10011300, #10011302, #10194146

engineering | surveying | landscape

Attachment: Scope of Work (Ownsby Design Project R13)

Mr. T.J. Wells, P.E.
Ownsby Parkway
May 4, 2020
Page 2

other than those identified above will not be incurred without your prior approval, at which point these expenses will be reimbursed at cost, payable under the same conditions as the stipulated sum.

Hourly rates for the conceptual design and any Additional Services, such as revisions to previously approved work, work outside of the scope itemized herein or special studies, if requested, will be performed at the following rates, plus direct expenses, payable under the same conditions as the stipulated sum:

Principal	\$240 per hour
Project Manager	\$170 per hour
Sr. Engineer	\$170 per hour
Engineer - PE	\$115 per hour
Engineer - EIT	\$95 per hour
Sr. Designer	\$115 per hour
Designer	\$90 per hour
CADD/ Drafting	\$70 per hour
Clerical	\$60 per hour

If you agree with the terms of this proposal, please indicate your approval by signing below and returning to our office.

We will consider receipt of this signed agreement as our notice to proceed. Thank you for the opportunity to work with you on this project.

Sincerely,

BAIRD, HAMPTON & BROWN



Thomas E. Wilson, PE
Project Manager, Electrical Engineer

APPROVED FOR PELOTON LAND SOLUTIONS BY:

Signature

Date

6300 Ridglea Place, Suite 700 | Fort Worth, Texas 76116 | PH: 817.338.1277 | FX: 817.338.9245

TBPE Firm #44, TBPLS Firm #10011300, #10011302, #10194146

engineering | surveying | landscape

Attachment: Scope of Work (Ownsby Design Project R13)

May 6, 2020

Peloton Land Solutions11000 Frisco Street, Suite 400
Frisco, TX 75033
Attention: Mr. T.J. Wells, P.E.Re: Proposal Geotechnical Exploration
Owensby Parkway Extension (1,500 LF)
From C.R. 83 to C.R. 86
Celina, Texas
ALPHA Proposal No. 77229

ALPHA TESTING, INC. (hereinafter "ALPHA") is hereby pleased to submit to **Peloton Land Solutions (hereinafter "Client")** the following proposal for a Geotechnical Exploration on the project referenced above. We understand ALPHA has been selected to provide professional services for this project based solely on our qualifications, and that the Client is currently negotiating work scope and fee only with ALPHA at this time.

Project Information

We understand the project consists of extending an existing roadway by 1,500 LF. The purpose of the geotechnical study will be to provide pavement subgrade recommendations for the proposed road in general accordance with City of Celina Pavement and Subgrade Design Requirements.

Scope of Work

This study will include the following evaluations:

Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations.

Engineering characterization of the subsurface materials encountered.

Typical pavement subgrade recommendations for the streets as per the City of Celina development standards.

Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of pavement and possible construction problems reasonably to be expected.

We propose to explore the subsurface soil and/or rock conditions at the site by drilling test borings. It is estimated the necessary information will be provided by drilling three (3) test borings to a depth of 20 ft. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. ALPHA shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.



Costs and Schedule

Our fee for performance of the geotechnical study on the site described will be as noted below. We guarantee not to exceed this figure without your approval. Boring operations would commence within about ten (10) working days from your notification to proceed. Inclement weather could result in delays to the referenced boring operations schedule.

Geotechnical Lump Sum Fee	\$7,000.00
Working Days to Complete Study	20 days

The above cost estimate is valid for 90 days and is based on Client providing suitable access and entry to test boring locations during normal business hours. Client represents that it has full authority from the current landowner to engage ALPHA to perform this study. The pricing provided above assumes test boring locations can be accessed using standard, truck-mounted drilling equipment. Surveying of boring locations and elevations is not included in the cost estimate, but can be provided if needed upon request. If difficult site conditions are encountered, alternate pricing may be provided using an All-Terrain Drilling Unit or other portable equipment. Drilling through surface concrete, if necessary, will be charged at an additional \$125.00/hole.

Prior to start of drilling, ALPHA will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site specific utility information upon acceptance of this proposal. ALPHA is not responsible for damage to any below grade utilities of which we are not made aware.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, ALPHA is not responsible for re-grading or repairing rutted areas if they develop.

The scope of work for this study does not include stability analysis for any slopes either to be constructed or which may exist naturally on the site. If the final grading plans indicate significant slopes (over about 3 ft high) will exist, it is recommended the client have slope stability analysis conducted. Further, the scope of work proposed herein does not include design parameters for retaining walls nor does it include global stability of the same. If a slope stability analysis and/or a retaining wall analysis is desired, upon request, ALPHA will provide a separate Proposal for such analysis.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date. Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

ALPHA TESTING, INC.

Harsha R. Addula, P.E.

Geotechnical Department Manager

Attachments: Proposal Acceptance Form
"Exhibit A" Terms and Conditions

Attachment: Scope of Work (Ownsby Design Project R13)

**GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM**

Date: May 6, 2020

ALPHA Proposal No.: 77229

Project Name: Ownsby Parkway Extension (1,500 LF)

Project Location: From C.R. 83 to C.R. 86, Celina, Texas

CLIENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

ATTENTION: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

*******REQUIRED INFORMATION***** (Must be completed in order to process)**

ACCOUNTS PAYABLE CONTACT: _____

*Check box if
same as above*

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____

TELEPHONE: _____

Land Owner's Name: _____

Address: _____

City, St. Zip: _____

Project Legal
Description: _____

Project County: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: _____

Signature

Title

Date

PRINTED NAME: _____

REPORT DISTRIBUTION

COMPANY

ATTENTION

EMAIL ADDRESS

COMPANY	ATTENTION	EMAIL ADDRESS

Attachment: Scope of Work (Ownsby Design Project R13)



“EXHIBIT A” Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, INC. (ñALPHA”) to provide only the services (ñServices”) in connection with the project (ñProject”) which are specifically identified and agreed to in the proposal (ñProposal”), consists of the Proposal, these General Terms and Conditions (ñTerms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project.. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.

Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.

Section 4: CLIENT’s Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA’s performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA’s work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA’s work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA’s specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha’s work and any fault or claimed deficiency with ALPHA’s work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA’s work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT’s failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys’ fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT’s failure to timely provide such new, changed, or additional information.

**Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 9: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

Section 10: Termination

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.



Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15: Indemnity

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal (the "Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in



writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

Section 18: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.

Section 19: Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **Peloton Land Solutions** (Consultant) for **Engineering Services to Complete Ownsby Parkway (Phase 1: Preston Road to CR 83) and (Phase 2: CR 83 to Coit Road)**, (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Consultant develop the **Design Service** and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of

suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

- 5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed **one hundred sixty thousand dollars (\$160,000.00)** which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.
- 5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.
- 5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

- 6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.
- 6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of

compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

- 7.1** THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.
- 7.02** NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.
- 7.03** CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.
- 7.04** CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance,

and the failure is not corrected within thirty (30) days after written notice by City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.
- (b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

Purchasing

100 W. Eldorado Pkwy.

Celina, TX 75068

469-813-4194

Contracts@celina-tx.gov

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or

§2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

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

CITY OF CELINA

CONSULTANT

Jason Laumer, City Manager



Erik S. Hinklin, P.E.

Printed Name

Council Approved: July 14, 2020

Date Countersigned: 7/07/2020

Exhibit A: Scope of Work & Fees



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Executive Director of Public Services
 Date: July 14, 2020
 Re: Acquisition of Land for the Public Works Service Center Expansion

Action Requested:

Consider and act upon a resolution of the City Council authorizing the execution by the City Of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property. (Brawner)

Background Information:

The City of Celina Public Works department is located on 35.2 acres on CR 106. The City is entering into an agreement with Celina ISD to potentially sell 15 acres of this property to Celina ISD. As such, additional land will be necessary for the ultimate Public Works Service Center.

The City entered into negotiations for the 14.9 acres located to the west of the existing Public Works Service Center. Appraisals were collected by both parties and a mutually agreed upon price has been determined.

Board Review/Citizen Input:

N/A

Alternatives:

The Public Works Service Center could be limited to 20 acres which would necessitate a secondary site for the ultimate Public Works Service Center.

Financial Considerations:

Funds are available in the existing Utility Fund.

Legal Review:

The City Attorney has approved the attached resolution.

Supporting Documents:

Resolution
Exhibit

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owner of the property described in Exhibit "A" for expansion of Public Works Service Center.

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

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to execute the attached Exhibit "A" on behalf of the City of Celina, and further the City Manager is authorized to execute any other documents required to acquire the property interest reflected in Exhibit "A".

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 14th day of July, 2020.

ATTEST:

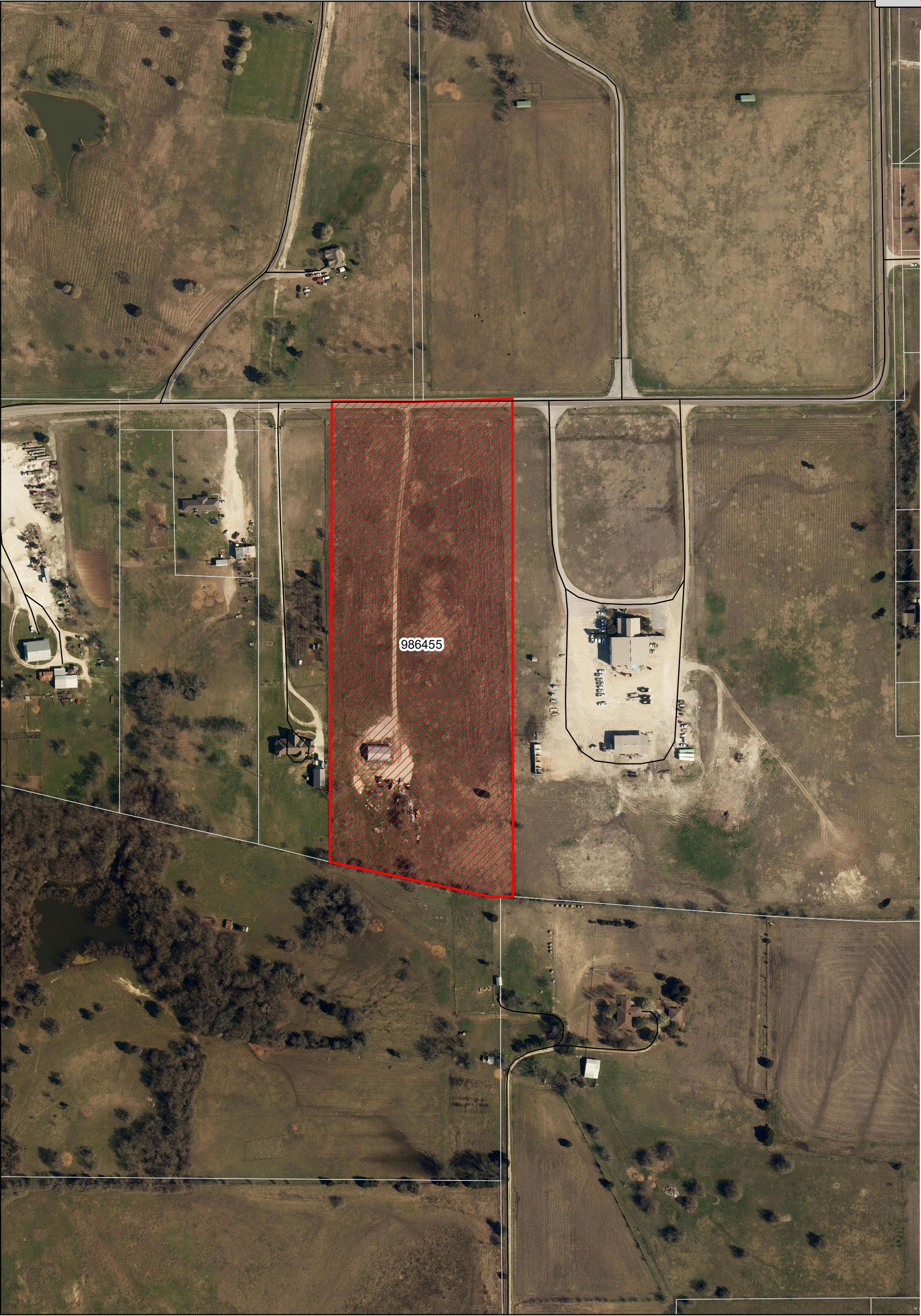
APPROVED:

Vicki Tarrant, City Secretary

Sean Terry, Mayor

Exhibit A

Attachment: Resolution Approving Property Acquisition - Public Works (Public Works Expansion Land Acquisitions)



Attachment: Exhibit_6292020 (Public Works Expansion Land Acquisitions)

Celina
TEXAS
EST. 1876

Life Connected.

Exhibit
City of Celina

Date: 6/29/2020

Legend

— Roads

Subject Property

Parcels

N
W E
S

0 235 470

Feet

Packet Pg. 255



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Kim Brawner, Executive Director of Public Services
Date: July 14, 2020
Re:

Action Requested:

Consider and act upon a Memorandum of Understanding by and between the City of Celina and Eland Energy Inc. (Brawner)

Background Information:

City staff and legal counsel are working with Eland Energy Inc. (Eland) to convey a City owned land to Eland in exchange for the following Right of way and easements through a memorandum of understanding (MOU). The land is 0.6298 acres, originally owned by Charla Choate and it is situated in the Thomas M. Rowland Survey, Abstract Number 749 City of Celina, Collin County, Texas.

Choate Parkway ROW=	0.3831 Acres
Choate Parkway Drainage Easement =	0.0215 Acres
Collin College Offsite sewer easement =	0.704 Acres
Clydesdale Way Right of way =	0.2839 Acres
Total =	<u>1.3925 Acres</u>

Eland is currently 0.7627 acres short and per the MOU the City will be required to undertake one of the following to make Eland whole:

1. Investigate the ownership of a certain 0.7955 Acres parcel of land situated in Collin County outlined in blue on Exhibit 6 of the MOU ") and if the City finds that it has the legal right to do so the City shall abandon, dedicate and/or convey that section of County Road 88 to Eland.
2. If the City does not abandon, dedicate and/or convey the County Road 88 Tract to Eland within such six months (6) month period, the City agrees to pay to Eland before the end of such six (6) month period, the sum of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500).

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

City is to pay \$12,500.00 if City does not abandon, dedicate and/or convey the 0.7955 County Road 88 tract to Eland Energy Inc within six months after MOU effective date.

Legal Review:

Sent to legal for review

Supporting Documents:

MOU

Legal Description of 0.

Staff Recommendation:

Approve

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "**MOU**") is made and entered into as of this the ___ day of June, 2020 (the "**Effective Date**"), by and between Eland Energy, Inc. ("**Eland**") and the City of Celina, Texas, a home-rule municipality located in Collin County and Denton County ("City" which together with Eland are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Eland owns that certain property described in Exhibit "1" hereto (the "**Eland Property**");

WHEREAS, Eland has previously executed that certain City of Celina Wastewater Pipeline (with Temporary Construction Easement) filed in the records of Collin County, Texas under instrument No. 202004150000541850 pursuant to which Eland granted and conveyed to the City an exclusive easement for the installation and operation of a wastewater pipeline (the "**Wastewater Easement**");

WHEREAS, the City has requested that Eland grant certain easements and rights of way over and across the Eland Property and Eland has agreed to do so subject to the terms and conditions of this MOU to which the City has agreed.

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

1. Eland Grant of Easements/ROW. Concurrent with execution and delivery of this MOU, Eland has executed and delivered to the City
 - i. the Choate Parkway Right of Way (with Temporary construction easement) in the form attached hereto as Exhibit "2"
 - ii. The Clydesdale Way Right of Way in the form attached hereto as Exhibit "3", and the Drainage Easement in the form attached hereto as Exhibit "4".
2. City Conveyance of Charla Choate Remainder Tract. Within thirty (30) days of the Effective Date, the City shall convey to Eland by Special Warranty Deed that certain tract or parcel of land, situated in Collin County, Texas, as more particularly depicted as yellow on Exhibit "5-a" hereto being that portion of the tract or parcel depicted and described on Exhibit "5-b" hereto which lies outside of the right of way for Choate Parkway (the "**Charla Choate Remainder Tract**"). The conveyance of the Charla Choate Remainder Tract to Eland shall be free and clear of all liens and encumbrances placed thereon by the City except that certain 15' Sanitary Sewer Easement planned to be located along the southern boundary of the Charla Choate Remainder Tract.
3. City Investigation and Conveyance of County Road 88 Tract. During the period commencing on the Effective Date and ending four (4) months thereafter, the City

- shall investigate the ownership of that certain tract or parcel of land, situated in Collin County, Texas, shown outlined in blue on Exhibit "6" hereto (the "**County Road 88 Tract**") and if the City finds that it has the legal right to do so the City shall abandon, dedicate and/or convey the County Road 88 Tract to Eland. If the City does not abandon, dedicate and/or convey the County Road 88 Tract to Eland within such six months (6) month period, the City agrees to pay to Eland before the end of such four (4) month period, the sum of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500).
4. City Grant of Choate Road Access. The City agrees to retain as right of way or convey fee title or an easement to Eland covering that certain tract or parcel of land, situated in Collin County, Texas, shown colored orange on Exhibit "7" hereto to provide vehicular and pedestrian access and utility services from the Charla Choate Remainder Tract and the Eland Property immediately west thereof to the road facilities to be constructed Choate Parkway.
 5. Relocation of Wastewater Easement. The intent of the Wastewater Easement was that the easement granted thereby be located within the southern fifteen (15) feet of the tract of land owned by Eland over which it was granted. In the event the County Road 88 Tract is conveyed to Eland or the Parties find that the construction plans for the actual construction of location of the pipeline to be located within the Wastewater Easement as currently created is not located within said easement, the City and Eland agree to execute, deliver and file of record in the Collin County records such instruments as are necessary to carry out their intent as to location of the such Wastewater Easement.
 6. Changes to Collin County Outer Loop Plans. The City agrees to use its best reasonably efforts to obtain the agreement of Collin County, Texas (the "**County**"), to revise the following Outer Loop construction plans and construction as follows:
 - i. The east bound access road as shown on sheets 63 and 64 of the County's Outer Loop construction drawings should be lowered to match existing grades as much as possible. This will help with long term grading matters and future driveway connections to the access road. Exhibit "8" attached hereto has the approximate PGL noted thereon.
 - ii. Based on TxDOT's Preston Road drainage plans as depicted on Exhibit "9" attached hereto, the proposed initial storm sewer connection for the Outer Loop access road at the intersection of Preston Road and such Outer Loop access road should tie into Lat NJJI of the Preston Road drainage system located at the southeast corner of said intersection. Page 114 of the County's Outer Loop plans should be revised as reflected on Exhibit "10" hereto to match the TxDOT's drainage plans.
 - iii. Culvert C of the County's Outer Loop construction plans should be relocated to align with proposed Clydesdale Way and provide a temporary Y-inlet at the northeast corner of Clydesdale Way and existing County Road

88 to pick up existing condition flows. Eland agrees to provide the City all necessary drainage easements to install the requested infrastructure at no cost to the City or Collin County. These revisions are noted on Exhibit 11 attached hereto.

- iv. Culvert D of the County's Outer Loop construction plans should be lowered to correspond with lowering of the roadway profile noted in Section 6(i) above. Further, Lat D-1117 should be extended to tie into Culvert D and eliminate the proposed individual outfall for Lat D-117 and the outfall to Culvert D needs to be stabilized to prevent unnecessary erosion on the downstream portions of the Eland Property. These revisions are noted on Exhibit "12" attached hereto.
7. Stub Out for Western Portion of Eland Property. The City will preserve and/or secure access (via legal instruments) for Eland to install and use a culvert for storm water drainage from the south property line of the portion of the Eland Property lying west of the to be constructed Clydesdale Way to the existing channel that lies south of existing County Road 88. All City Design and Engineering standards shall be met at the time of development.
 8. Future Drainage Easement for Culvert D. In the event the City is able to obtain the County's agreement to the changes requested in Section 6(iv) above, Eland agrees to grant and convey to the City a drainage easement for the necessary grading created by lowering of Culvert D.
 9. Notices. All notices required or contemplated by this MOU (or otherwise given in connection with this MOU) (a **"Notice"**) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To the City:

City of Celina
 142 North Ohio Street
 Celina, Texas 75009
 Attention: City Manager
 Telephone: (972) 283-2682
 Facsimile: (972) 382-3736
 Email: jlaumer@celina-tx.gov

To Eland:

Eland Energy, Inc.
 Attention: Robin D. McGuire
 16400 Dallas Pkwy Ste 100
 Dallas, TX 75248
 Telephone: 214-368-6100 Ext. 2187
 Facsimile: 214-368-5415
 E-Mail: rmcguire@elandenergy.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Parties. If any date or any period provided in this MOU ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

10. Counterparts. This MOU may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement. The execution and delivery of this MOU by either Party may be evidenced by facsimile transmission or portable document format (PDF), which shall be binding upon both Parties.

EXECUTED by the City and Eland on the respective dates stated below but to be effective as of the Effective Date.

[Signatures on Following Page]

Attachment: 2020 6 17 MOU w exhibits Eland KB[59923] w RDM Change (Eland Energy Inc MOU)

CITY OF CELINA

By: _____
Name: _____
Its: _____
Date: _____

ELAND ENERGY, INC.

By: _____
Name: _____
Its: _____
Date: _____

Attachment: 2020 6 17 MOU w exhibits Eland KB[59923] w RDM Change (Eland Energy Inc MOU)

**LEGAL DESCRIPTION OF
PARCEL A
0.6298 ACRES (27,433 SQUARE FEET)
SITUATED IN THE
THOMAS M. ROWLAND SURVEY, ABSTRACT NUMBER 749
CITY OF CELINA, COLLIN COUNTY, TEXAS**

BEING 27,433 square feet of land situated in the Thomas M. Rowland Survey, Abstract Number 749, City of Celina, Collin County, Texas, and being part of a called 1.452 acre tract of land described as "Tract 2" in Special Warranty Deed to Charla Choate, recorded in Instrument Number 20061206001721240 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "CLS 100163" for the northeast corner of a called 0.0274 acre tract of land described as "Parcel 3" in Right-of-Way Deed to Collin County, recorded in Instrument Number 20060505000605650, O.P.R.C.C.T., the northwest corner of a called 0.2641 acre tract of land described as "Parcel 4" in Right-of-Way Deed to Collin County, recorded in Instrument Number 20060505600605610, O.P.R.C.C.T., and the southwest corner of a called 9.808 acre tract of land described in Warranty Deed with Vendor's Lien to Srinivasas Reddy Thippana, recorded in Instrument Number 20160503000533570, O.P.R.C.C.T., said corner being on the east line of said 1.452 acre tract and the north right-of-way line of County Road No. 88 (a variable width right-of-way);

THENCE South 89 degrees 39 minutes 31 seconds West, with the north right-of-way line of said County Road No. 88, a distance of 59.86 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the northwest corner of said Parcel 3, said corner being on the west line of said 1.452 acre tract and the east line of a called 85.89 acre tract of land described in Deed to Eland Energy, recorded Instrument Number 20141002001081280, O.P.R.C.C.T.;

THENCE North 00 degrees 59 minutes 40 seconds East, departing the north right-of-way line of said County Road No. 88 and with the west line of said 1.452 acre tract and the east line of said 85.89 acre tract, a distance of 508.07 feet to a 1/2-inch set iron rod with cap for the point of curvature of a non-tangent circular curve to the left, having a radius of 1,112.50 feet, whose chord bears South 31 degrees 24 minutes 24 seconds East, a distance of 111.64 feet;

THENCE Southeasterly, departing the west line of said 1.452 tract and the east line of said 85.89 acre tract, and over and across said 1.452 acre tract and with said curve, through a central angle of 05 degrees 45 minutes 07 seconds, an arc distance of 111.69 feet to a 1/2-inch set iron rod with cap for corner on the east line of said 1.452 tract and the east line of said 85.89 acre tract;

Attachment: Parcel 1A - Land Transfer (Eland Energy Inc MOU)

**LEGAL DESCRIPTION OF
PARCEL A
0.6298 ACRES (27,433 SQUARE FEET)
SITUATED IN THE
THOMAS M. ROWLAND SURVEY, ABSTRACT NUMBER 749
CITY OF CELINA, COLLIN COUNTY, TEXAS**

THENCE South 00 degrees 59 minutes 26 seconds West, with the east line of said 1.452 acre tract and the west line of aforementioned 9.808 acre tract, a distance of 412.42 feet to the **POINT OF BEGINNING AND CONTAINING** 27,433 square feet (0.6298 acre) of land, more or less.

NOTES:

1. The Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface adjustment scale factor: 1.00015271.
2. This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.
3. A survey plat of even date accompanies this legal description.

G. J. Suthan

June 11/2020

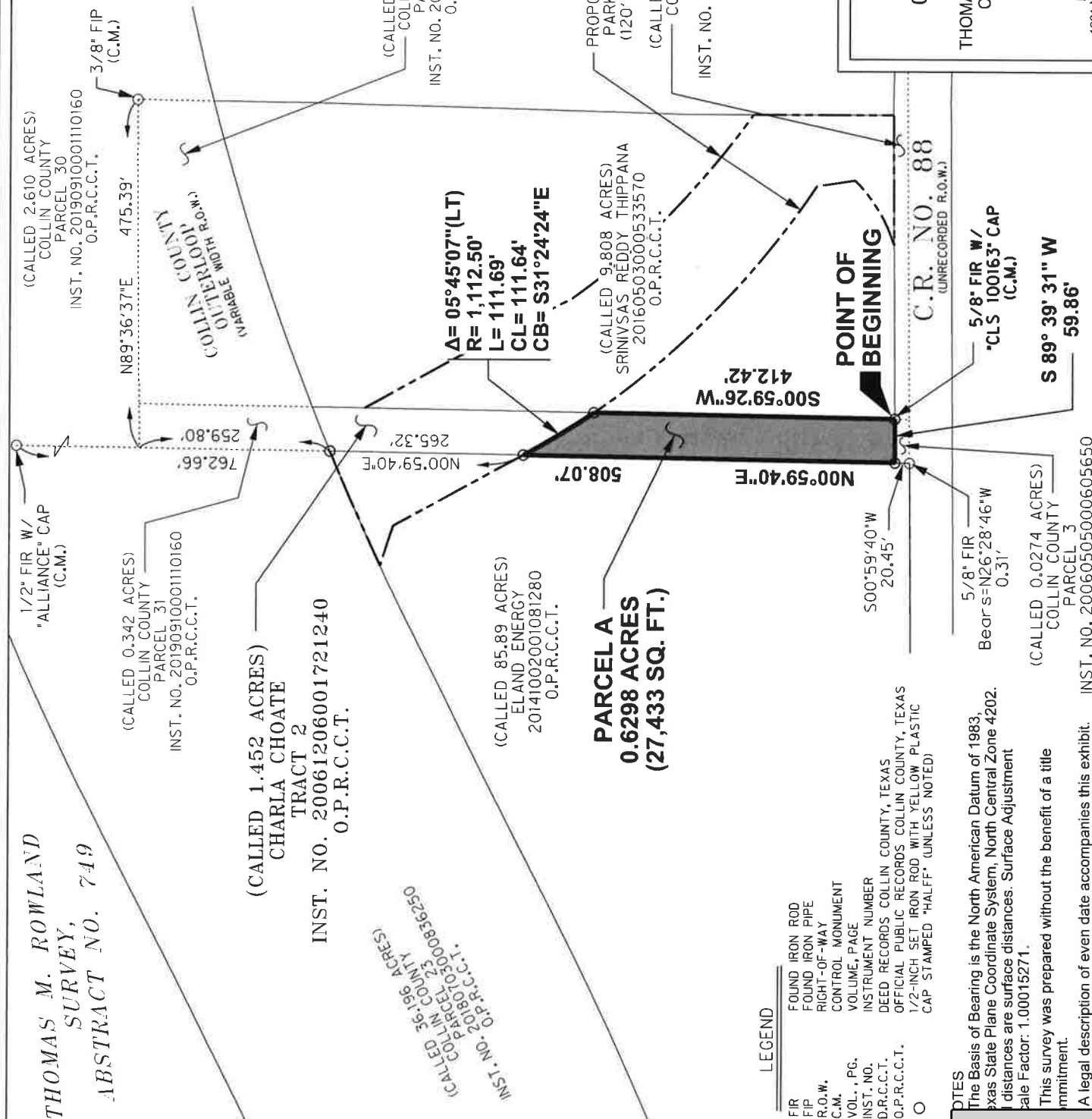
Getsy J. Suthan, R.P.L.S.
Texas Registration No. 6449
HALFF ASSOCIATES, INC.
1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081
TEL (214) 346-6200
TBPELS FIRM NO. 10029600

Date



Attachment: Parcel 1A - Land Transfer (Eland Energy Inc MOU)

THOMAS M. ROWLAND
SURVEY,
ABSTRACT NO. 749



LEGEND

- FIR
 FOUND IRON ROD
 FOUND IRON PIPE
 RIGHT-OF-WAY
 CONTROL MONUMENT
 VOLUME, PAGE
 INSTRUMENT NUMBER
 DEED RECORDS COLL
 OFFICIAL PUBLIC REC
 1/2-INCH SET IRON R
 CAP STAMPED "HALF

NOTES

The Basis of Bearing is the North American Datum of 1983,
Texas State Plane Coordinate System, North Central Zone 4202.
Distances are surface distances. Surface Adjustment
Scale Factor: 1.00015271.

This survey was prepared without the benefit of a title commitment.

A legal description of even date accompanies this exhibit.

asem

EXHIBIT A
PARCEL A

0.6298 ACRES (27,433 SQ. FT.)

SITUATED IN THE

THOMAS M. ROWLAND SURVEY, ABSTRACT NO. 749
CITY OF CELINA, COLLIN COUNTY, TEXAS

PREPARED BY



TBPELS FIRM NO. 10029600

HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1BPELS FIRM NO. 10029600

275
2020

Attachment: Parcel 1A - Land Transfer (Eland Energy Inc MOU)

7.1.b

Closure Report

Parcel P1_ROW: 5020 5018 5000 CUR C5000-5021 5020

5020 to 5018: South 89 degrees 39 minutes 31 seconds West Dist. 59.86
 5018 to 5000: North 00 degrees 59 minutes 40 seconds East Dist. 508.07
 Curve: C5000-5021 Radius: 1112.50 Delta: -5 degrees 45 minutes 07 seconds Arc: 111.69
 DOC 05 degrees 09 minutes 01 seconds Tangent: -55.89 Mid Ord.: 1.40 External 1.40
 Chord Bearing: South 31 degrees 24 minutes 24 seconds East Chord Dist. 111.64
 ** Back Tangency Error: Curve C5000-5021: -150 degrees 28 minutes 30 seconds **
 PT C5000-5021 to 5020: South 00 degrees 59 minutes 26 seconds West Dist. 412.42
 ** Forward Tangency Error: Curve C5000-5021: -35 degrees 16 minutes 23 seconds **

Perimeter: 1092.04
 Area: 27433 sq. ft., Acres: 0.6298
 Error North: -0.01 Error East: 0.01
 Error bearing: North 47 degrees 38 minutes 44 seconds West Total Dist. Error: 0.01
 Error of Closure: 1:141506



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Executive Director of Public Services
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re:

Action Requested:

Consider and act upon an Interlocal Agreement between Celina ISD and City for Joint Fiber to develop potential cost share with fiber network. (Brawner)

Background Information:

The City of Celina and Celina ISD each own certain public property in and around Celina, Texas and both parties desire to share in the development of a joint fiber network to serve their properties. The City and the District entered into a Memorandum of Understanding on February 11, 2020 in which the Parties agreed to enter into this Agreement regarding the creation and administration of a joint fiber network for the City's and District's current and future buildings

This ILA states that the City of Celina agrees to the conduct a study and/or develop concept plan for installing and developing a joint fiber network in phases ("Study") and, upon completion of the Study, negotiate an interlocal agreement with District detailing responsibilities and costs in regards to installing and developing a joint fiber network.

The District agrees to the provide information requested by the City necessary for the City to complete the Study and, upon completion of the Study, negotiate an interlocal agreement with City detailing responsibilities and costs in regards to installing and developing a joint fiber network.

Board Review/Citizen Input:

The School Board is evaluating and executing the same agreement at their July school board meeting.

Alternatives:

Council could chose to not proceed with the ILA.

Financial Considerations:

None at this time. Funding for the study is available within existing funds.

Legal Review:

The City Attorney has review and approved the agreement.

Supporting Documents:

Agreement.

Staff Recommendation:

Staff recommends approval.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CELINA AND
CELINA INDEPENDENT SCHOOL DISTRICT
REGARDING JOINT FIBER NETWORK**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into effective as of the ____ day of _____, 2020 (the “Effective Date”), by and among the CITY OF CELINA, TEXAS, a home-rule municipality existing under the laws of the State of Texas (the “City”), and the CELINA INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas (the “District”) (each individually a “Party” or collectively the “Parties”):

WITNESSETH:

WHEREAS, the City and District each own certain public property in and around Celina, Texas and desire to share in the development of a joint fiber network to serve their properties; and

WHEREAS, the City and the District desire for a fiber network to be developed in a cost-effective manner and have determined developing a joint fiber network using shared resources is mutually beneficial; and

WHEREAS, the City and the District entered into a Memorandum of Understanding on February 11, 2020 in which the Parties agreed to enter into this Agreement regarding the creation and administration of a joint fiber network for the City’s and District’s current and future buildings; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the City and the District have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the separate and distinct issues of importance to them regarding the matters addressed in this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the City and the District, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 - TERM

The term of this Agreement shall begin from the Effective Date and end on completion of a final interlocal agreement detailing costs and responsibilities in regards to the joint fiber network.

Either Party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days’ advance written notice. The obligation of the Parties to pay any and all costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

ARTICLE 2 – ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 The City agrees to the following:

- A. Conduct a study and/or develop concept plan for installing and developing a joint fiber network in phases (“Study”); and
- B. Upon completion of the Study, negotiate an interlocal agreement with District detailing responsibilities and costs in regards to installing and developing a joint fiber network.

2.2 The District agrees to the following:

- A. Timely provide information requested by the City necessary for the City to complete the Study;
- B. Upon completion of the Study, negotiate an interlocal agreement with City detailing responsibilities and costs in regards to installing and developing a joint fiber network.

ARTICLE 3 - COST

City agrees to fund the cost of the study.

ARTICLE 4 – IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND WITHOUT WAIVING SOVEREIGN IMMUNITY, EACH PARTY SHALL BE RESPONSIBLE FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, DAMAGES, AND CAUSES FOR ACTION RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH ITS OWN ACTIONS, AND THE ACTIONS OF ITS PERSONNEL RENDERED OR PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ARTICLE 5 - MISCELLANEOUS

6.1 **Notices.**

In each instance under this Agreement in which one Party is required or permitted to give notice to the other, such notice shall be deemed given (a) when delivered in hand, (b) one (1) business day after being deposited with a reputable overnight air courier service, or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested. Postage prepaid, and, in all events, addressed as follows:

City and CISD Joint Fiber Network Study
Page 2

In the case of the City:

Jason Laumer
Celina City Manager
142 N. Ohio Street
Celina, Texas 75009

In the case of the District:

Celina Independent School District
Attention: Superintendent
205 S. Colorado Street
Celina, Texas 75009

Any Party hereto may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address and the date upon which it will become effective.

5.2 Relationship of the Parties; No Joint Enterprise. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (a) the relationship of principal and agent, partnership or joint venture between the City and the District or (b) a joint enterprise between the City, the District and/or any other party. Without limiting the foregoing, the purposes for which the City and the District have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Parties hereto.

5.3 Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Neither the City nor the District shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Parties to this Agreement, unless otherwise provided by law.

5.4 Severability. If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

5.5 Written Amendments. Any change in the agreement, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the District.

5.6 Limitations. All covenants and obligations of the City and District under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the City or the District shall have any personal obligations or liability hereunder.

5.7. Sole Benefit. This Agreement is entered into for the sole benefit of the City, the District and their respective successors, and nothing in this Agreement or in any approval subsequently provided by any Party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

5.8 Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of the City and the District, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

5.9 Choice of Law; Venue. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas and exclusive venue for any legal actions arising hereunder shall be in Collin County, Texas.

5.10 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court, other governmental or judicial authority, or arbitrator by reason of such Party having or being deemed to have drafted, prepared, structured or dictated such provision.

5.11 Waiver. No delay or omission by any Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or agreements to be performed by any other Party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

5.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

5.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

5.14 Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the day above stated.

CITY OF CELINA, TEXAS

By: _____

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary**CELINA INDEPENDENT SCHOOL DISTRICT**_____
Dr. Tom Maglisceau, Superintendent

Attachment: ILA Between Celina and CISD for Joint Fiber Network 6.10.20 (ILA between Celina ISD and City for Joint Fiber)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Executive Director of Public Services
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re:

Action Requested:

Consider and act upon an Interlocal Agreement between Celina ISD and City for a shared parking agreement at 205 S Colorado. (Brawner)

Background Information:

The City of Celina and Celina ISD each own certain public property in and around Celina, Texas and both parties desire to improve their respective properties and improve Celina for its residents. As such, the City and the District entered into a Memorandum of Understanding on February 11, 2020 to share costs associated with development of City and District properties.

Celina ISD owns the existing building located at 205 S Colorado in Celina, Texas and requests assistance in improving the parking lot and landscaping of this property. After evaluating options, staff determined that providing financial assistance to the District is the most feasible means of assisting the District with this project. Therefore, the District will receive a \$12,500 payment out of the integrity fund for this improvement and, in exchange, the City shall be allowed to use the parking lot for City events and public parking when no district event is taking place and outside of normal business hours.

Board Review/Citizen Input:

The School Board is evaluating and executing the same agreement at their July school board meeting.

Alternatives:

Council could choose to not proceed with the ILA.

Financial Considerations:

None at this time. Funding for the project is available within existing funds.

Legal Review:

The City Attorney has reviewed and approved the agreement.

Supporting Documents:

Agreement.

Staff Recommendation:

Staff recommends approval.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS AND CELINA INDEPENDENT SCHOOL DISTRICT

This Interlocal Cooperation Agreement (the “**Agreement**”) is made and entered into as of this the ____ day of _____, 2020 (the “**Effective Date**”) by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the “**City**”) located in Collin and Denton Counties, and the Celina Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the “**District**”), both hereinafter known as the “**Parties**”.

RECITALS:

WHEREAS, the City and the District are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, which provides that local governments may enter agreements to perform governmental services and functions;

WHEREAS, the Parties have entered into a Memorandum of Understanding dated February 11, 2020 to share costs associated with development of City and District property;

WHEREAS, the District owns property known as the Administration Building and requests assistance in improving the parking lot and landscaping of said property;

WHEREAS, the City has determined that providing financial assistance to the District is the most feasible means of assisting the District with this project; and

WHEREAS, the Parties wish to enter into this Agreement to delineate the rights and duties of the City and the District in relation to these improvements.

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

1. **Purpose.** The purpose of this Agreement is to establish a framework of cooperation for each of the Parties to provide mutual support, cooperation, and assistance to develop the Administration Building site to the mutual benefit of the Parties.
2. **Recitals.** The recitals contained in this Agreement (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this Agreement, (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement, and (d) constitute a legislative finding by the City Council and District Board. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.
3. **Term; Termination.** This Agreement shall commence on the Effective Date and continue for a term of one year. This Agreement shall automatically renew for subsequent one-year terms

as long as the parking lot and landscaping improvements remain unfinished. This Agreement may only be terminated by mutual agreement of the Parties.

4. City's Obligations. Within thirty (30) days after the District fulfills its obligations under Section 5, below, the City shall submit payment in the amount of \$12,500 to the District.

5. District's Obligations. The District agrees to design, coordinate, oversee, and fund the improvement to the parking lot and landscaping at the Administrative Building site based upon the plans previously approved by the City and District in writing. The District agrees to notify the City when said improvements are complete.

6. Parking Lot Usage. Once completed, District shall have priority for use of the parking lot. City shall be allowed to use parking lot for City events and public parking when (a) no District event is taking place, and (b) outside of normal District business hours.

7. General Provisions.

A. Notices. All notices required to contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To the City:	City of Celina Attention: City Manager 142 North Ohio Street Celina, Texas 75009 Telephone: (972) 283-2682 Facsimile: (972) 382-3736 Email: jlaumer@celina-tx.gov
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With a copy to:	Julie Fort Messer, Fort & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Telephone: (972) 668-6400 Facsimile: (972) 668-6414 Email: julie@txmunicipallaw.com
-----------------	---

To the District: Celina Independent School District
 Attention: Superintendent
 205 S. Colorado Street
 Celina, Texas 75009

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

B. Governmental Immunity. This Agreement is made for the express purpose of improving publicly owned property, which purpose is a governmental function. Neither the City nor the District waive sovereign, statutory, or other immunity. Notwithstanding the foregoing, the District shall indemnify and hold harmless the City, and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature, which are caused by or result from any negligent act or omission of the District in installing the improvements contemplated by this Agreement.

C. Current Revenues. Each Party shall make any payments or expenditures under this Agreement out of the current revenues available to the Party in any given year of this Agreement.

D. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by either Party, or to any employee, officer, or agent of either Party, which is not contained in this Agreement shall be binding or valid. This Agreement may not be altered, amended, or modified except in writing and approved by the City Council and District Board.

Execution Page Follows

EXECUTED by the City and the District on the respective date stated above.

CITY OF CELINA

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

CELINA INDEPENDENT SCHOOL DISTRICT

Dr. Tom Maglisceau, Superintendent



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Executive Director of Public Services
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re:

Action Requested:

Consider and act upon an Interlocal Agreement between Celina ISD and City for drainage and landscaping at Celina Elementary located at 550 S Utah Drive. (Brawner)

Background Information:

The City of Celina and Celina ISD each own certain public property in and around Celina, Texas and both parties desire to share in the development of an enhance campus at Celina Elementary. The City and the District entered into a Memorandum of Understanding on February 11, 2020 in which the Parties agreed to enter into this Agreement regarding the creation and administration of a joint fiber network for the City's and District's current and future buildings.

This ILA states that the City of Celina agrees to the following:

- to install an underground drainage system at the Celina Elementary School
- install landscaping and an irrigation system at the Celina Elementary School property

The Celina ISD agrees to the following:

- Provide City with reasonable access to the underground drainage system so that City can fulfill its obligation to maintain the underground drainage system.
- CISD agrees to maintain the landscaping and irrigation system, at its sole cost.

Board Review/Citizen Input:

The School Board is evaluating and executing the same agreement at their July school board meeting.

Alternatives:

Council could chose to not proceed with the ILA.

Financial Considerations:

None at this time. Funding for the project is available within existing funds.

Legal Review:

The City Attorney has review and approved the agreement.

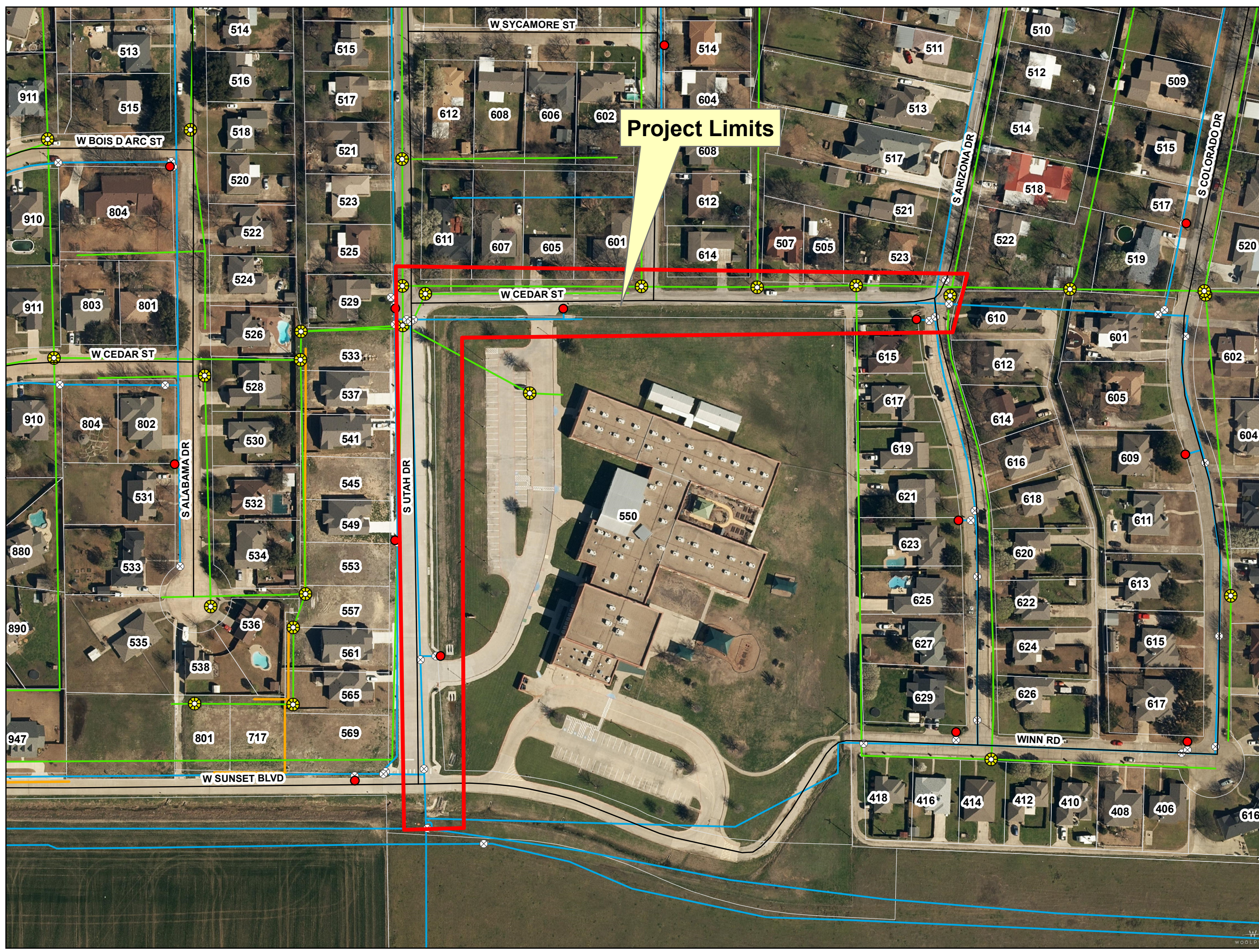
Supporting Documents:

Agreement.

Staff Recommendation:

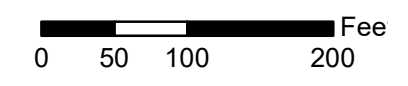
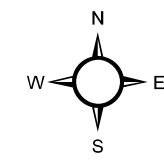
Staff recommends approval.

Exhibit A



Legend

- Addresses
- Roads
- Water Fire Hydrants
- ⊗ Water Valves
- Water Lines
- Wastewater Manhole
- Wastewater Lines
- Stormwater Lines
- Parcels



Date: 6/2/2020



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CELINA, TEXAS AND CELINA INDEPENDENT
SCHOOL DISTRICT**

This Interlocal Cooperation Agreement (the “**Agreement**”) is made and entered into as of this the ____ day of _____, 2020 (the “**Effective Date**”) by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the “**City**”) located in Collin and Denton Counties, and the Celina Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the “**District**”), both hereinafter known as the “**Parties**”.

RECITALS:

WHEREAS, the City and the District are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, which provides that local governments may enter agreements to perform governmental services and functions;

WHEREAS, the Parties have entered into a Memorandum of Understanding dated February 11, 2020 to share costs associated with development of City and District property;

WHEREAS, the District owns property known as the Celina Elementary School and requests assistance in improving the drainage and landscape of said property;

WHEREAS, the City has the capability to install underground drainage, to improve the landscaping, and install irrigation for the Celina Elementary School property, but desires that the District maintain said improvements after installation; and

WHEREAS, the Parties wish to enter into this Agreement to delineate the rights and duties of the City and the District in relation to these improvements.

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

1. Purpose. The purpose of this Agreement is to establish a framework of cooperation for each of the Parties to provide mutual support, cooperation, and assistance to develop the Celina Elementary School property to the mutual benefit of the Parties.
2. Recitals. The recitals contained in this Agreement (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this Agreement, (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement, and (d) constitute a legislative finding by the City Council and District Board. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

3. Term; Termination. This Agreement shall continue for an indefinite term as long as both the City and the District are fulfilling their obligations. This Agreement may only be terminated by mutual agreement of the Parties.

4. City's Obligations. At its sole cost, the City agrees to undertake the following:

A. Drainage. The City agrees to install an underground drainage system at the Celina Elementary School property pursuant to the attached Exhibit "A". The City agrees to maintain the underground drainage system following installation.

B. Landscaping and Irrigation. The City agrees to install landscaping and an irrigation system at the Celina Elementary School property. Prior to such installation, the City will obtain the District's written approval regarding the nature and location of the landscaping and irrigation.

C. Notice. The City shall provide a written notice to the District when the improvements described in this Section 4 are complete.

5. District's Obligations. At its sole cost, the City agrees to undertake the following:

A. Drainage. The District shall, at all times, provide City with reasonable access to the underground drainage system so that City can fulfill its obligation to maintain the underground drainage system.

B. Landscaping and Irrigation. The District agrees to maintain the landscaping and irrigation system, at its sole cost, upon receiving a notice from the City that said improvements are complete.

6. General Provisions.

A. Notices. All notices required to contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To the City:	City of Celina 142 North Ohio Street
--------------	---

Celina, Texas 75009
 Attention: City Manager
 Telephone: (972) 283-2682
 Facsimile: (972) 382-3736
 Email: jlaumer@celina-tx.gov

With a copy to: Julie Fort
 Messer, Fort & McDonald, PLLC
 6371 Preston Road, Suite 200
 Frisco, Texas 75034
 Telephone: (972) 668-6400
 Facsimile: (972) 668-6414
 Email: julie@txmunicipallaw.com

To the District: Celina Independent School District
 Attention: Superintendent
 205 S. Colorado Street
 Celina, Texas 75009

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

B. Governmental Immunity. This Agreement is made for the express purpose of installing drainage and improving publicly owned property, which purposes are governmental functions. Neither the City nor the District waive sovereign, statutory, or other immunity. Notwithstanding the foregoing, the District shall indemnify and hold harmless the City, and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature, which are caused by or result from any negligent act or omission of the District in maintaining the improvements installed by the City. The City shall indemnify and hold harmless the District, and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature, which are caused by or result from any negligent act or omission of the City in installing the improvements under this Agreement.

C. Current Revenues. Each Party shall make any payments or expenditures under this Agreement out of the current revenues available to the Party in any given year of this Agreement.

D. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by either Party, or to any employee, officer, or agent of either

Party, which is not contained in this Agreement shall be binding or valid. This Agreement may not be altered, amended, or modified except in writing and approved by the City Council and District Board.

EXECUTED by the City and the District on the respective dates stated below.

CITY OF CELINA

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

**CELINA INDEPENDENT SCHOOL DISTRICT
COLLIN COUNTY, TEXAS**

Dr. Tom Maglisceau, Superintendent



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Executive Director of Public Services
 Date: July 14, 2020
 Re: Agreement for Installation of Equipment for Wi-Fi on the Square

Action Requested:

Consider and act upon an agreement by and between the City of Celina and Celina Real Estate LLP to allow for installation of wireless communication equipment to provide Wi-Fi on the Downtown Square at 229 Pecan St. (Brawner/Mendez)

Background Information:

Celina staff has been working toward developing the infrastructure necessary to install wireless communication in the downtown square area. The goal is to provide residents with a free wi-fi access that would be available at all times. During special events, the bandwidth would be widened to accommodate the increased users.

The proposed agreement is between the City of Celina and Celina Real Estate, LLP to allow the installation of wireless network equipment at 229 W Pecan Street in Celina, Texas. The primary elements of the agreement are as follows:

1. The agreement allows the city the use of the property
2. The City agrees to maintain the equipment
3. The Owner is granting the City a revocable, limited license to the Property for the term and reasons set forth in the Agreement.
4. The agreement has a ten year term with automatically renew for subsequent one (1) year terms as long as City is maintaining the Components in good condition.

Board Review/Citizen Input:

N/A

Alternatives:

Council could direct staff to not proceed.

Financial Considerations:

Funding is available within existing funds.

Legal Review:

The city attorney has reviewed and approved this agreement.

Supporting Documents:

Agreement

Staff Recommendation:

Staff recommends approval.

LICENSE TO INSTALL AND MAINTAIN WIRELESS NETWORK AND COMPONENTS 229 W. Pecan Street

This **LICENSE TO INSTALL AND MAINTAIN WIRELESS NETWORK AND COMPONENTS** ("**Agreement**") is entered into and effective on July 14, 2020 ("**Effective Date**") between Celina Real Estate LP ("**Owner**") and the City of Celina, Texas ("**City**"), a Texas home-rule municipal corporation, upon the terms and conditions set forth below. The City and Owner are collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, Celina Real Estate LP is the owner of property located at 229 Pecan St, Celina, Texas, and more particularly described as Lots 11 and 12, Block 7, of Celina Original Donation, in the City of Celina, Collin County, Texas ("**Property**"); and

WHEREAS, City would like to partner with Owner to provide public wireless internet access to a portion of City's downtown district; and

WHEREAS, the Owner has agreed to grant to City a limited license, pursuant to the terms and conditions set forth in this Agreement, to allow City to install and maintain components related to a wireless network ("**Components**") affixed to the parapet of a building located on the Property, for a period of ten (10) years following the Effective Date, plus automatic one (1) year renewals thereafter.

NOW, THEREFORE, this Agreement is made and entered into by Owner and the City, upon and for the mutual consideration hereinafter stated, which Parties hereby agree and understand as follows:

AGREEMENT

1. **Representations**. The Parties believe that the recitals set forth above are true and correct in all material respects and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein. Each of the Parties acknowledge and agree that it has the requisite power and authority to enter into this Agreement and that the person(s) executing the Agreement on its behalf has been duly authorized to do so. The City represents to Owner that it has inspected the Property and finds that the Property is sufficient for the purposes of the installation and maintenance of the Components as provided herein.

2. **Use of the Property**. Owner agrees to allow the City, its designees, representatives and contractors, reasonable access to the exterior of the Property to install, and then maintain Components on the parapet of a building on the Property, with such Components and the manner of installation and maintenance therein generally depicted in **Exhibit A**, attached hereto and incorporated herein by this reference for all purposes. Owner shall not alter or change the Components during the term of this Agreement unless such alteration or change is made for safety

Attachment: license to install and maintain wi-fi (Wifi On the Square)

purposes or to avoid material damage to the Property and in such event, where time reasonably allows, Owner shall prior to making such alteration or change request the City to make such alteration or change and give the City reasonable time to make same

During the term of this Agreement, Owner, and Owner's successors and assigns, shall have all rights associated with being the lawful owner of the Property, with City being allowed access to the Property only as a licensee. The Parties expressly acknowledge and agree that no landlord-tenant relationship, lessor-lessee relationship, or any real property interest is created by this Agreement.

3. **Maintenance of the Components.** The City shall be entirely responsible for maintenance of the Components during the term of this Agreement. City is not responsible for insuring the Property or for maintenance to the Property or the improvements on the Property, including but not limited to maintenance to the foundation, roof, parapet, landscaping, on-site parking, sidewalks, stairwells, awnings, and utilities. The Owner shall not be required to make any alterations, repairs or changes to the Property which are solely necessary to the installation, protection or maintenance of the Components.

4. **License.** The Owner, as the owner of the Property, hereby grants City a revocable, limited license to the Property for the term and reasons set forth in this Agreement. There is no fee associated with the granting of this license except the City's agreement to reimburse Owner for electricity expenses as set forth in Exhibit "A" hereto.

5. **Term.** This Agreement commences on the Effective Date and shall have an initial term of ten (10) years. This Agreement shall automatically renew for subsequent one (1) year terms as long as City is maintaining the Components in good condition. Owner and City may mutually agree to immediately terminate this Agreement upon written consent of the Parties. Additionally, Owner may terminate this Agreement upon one (1) year's notice.

6. **Fitness and Access Responsibility.** The City acknowledges and agrees that Owner has not made any representation or warranty of any kind or nature as to the fitness of the Property for the use intended by the City hereunder and Owner expressly negates and disclaims any such representation or warranty. The City hereby agrees that its and its invitees use of the Property hereunder shall be at its and its invitees sole and exclusive risk and the City has and does hereby waive as against Owner any and all claims arising out of or in connection with its and its invitees use of the Property hereunder.

7. **Indemnity.** To the extent allowed by law, the City does hereby agree to waive all claims, release, indemnify, defend and hold harmless Owner, and all of its officers, agents and employees, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of the property occasioned by the error, omission, or negligent act of the City and its invitees on the Property, their officers, agents, or employees arising out of or in connection with the City's or its invitees use of the Property hereunder, and the City will at its own cost and expense defend and protect Owner

Attachment: license to install and maintain wi-fi (Wifi On the Square)

from any and all such claims and demands. Such indemnities shall apply unless caused by the sole negligence or willful misconduct of Owner, its officers, officials, agents or employees.

8. **General Provisions.**

- a. The Agreement is entered into subject to the Celina City Charter and ordinances of the City of Celina, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Situs of this Agreement is agreed to be Collin County, Texas, for all purposes, including performance and execution.
- b. If any of the terms, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- c. No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- d. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.
- e. The Parties to this Agreement agree and covenant that this Agreement will be enforceable in Celina, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Collin County, Texas.
- f. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- g. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Attachment: license to install and maintain wi-fi (Wifi On the Square)

- h. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- i. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- j. This Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- k. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with Owner and/or the City; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Owner and/or the City.
- l. Any formal notices or other communications required to be given by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth hereinbelow for such Party, and will be deemed effective (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery" addressed to the Party to be notified. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

To the Owner:

Celina Real Estate, L.P
 Attn: Robin D. McGuire
 16400 Dallas Parkway, Suite 100
 Dallas, TX 75248
 e-mail: rmcguire@elandenergy.com

To the City:

City of Celina
 Attn: City Manager
 142 North Ohio Street
 Celina, TX 75009
 email: jlaumer@celina-tx.gov

With a copy to:

Van Nichols
 1341 S. Preston Rd., Suite C
 Celina, Texas 75009
 Email: vannichols@aol.com
 Fax: 972-382-4774

Attachment: license to install and maintain wi-fi (Wifi On the Square)

CELINA REAL ESTATE, LP

By: _____

Date: _____

CITY OF CELINA, TEXASBy: _____
City Manager

Date: _____

ATTEST:

By: _____
City Secretary

Attachment: license to install and maintain wi-fi (Wifi On the Square)

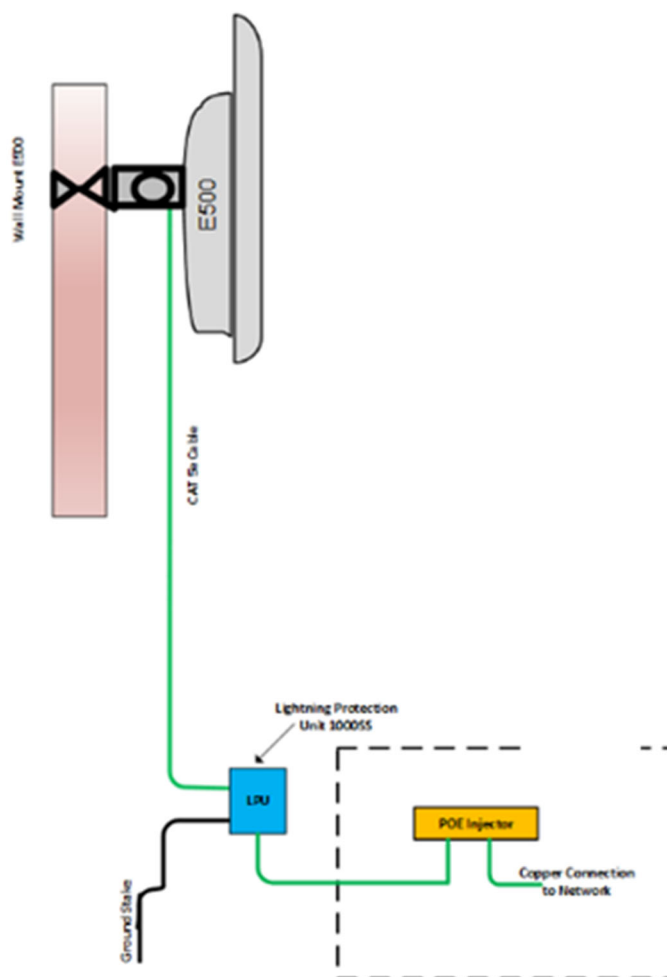
Exhibit A

Components Depiction and General Installation and Maintenance Method

The City of Celina would like to install a PTP – Point to Point Radio Unit (1a), Subscriber Unit, and 2 APs – WiFi Access Points (1b) on a wall mount bracket affixed to the parapet of 229. It will be powered by a Cat6 cable connected to an LPU – Lightning Protection Unit and POE – Power over Ethernet Network Switch that will provide public WiFi access down Pecan St from 289/Louisiana Dr to Ohio St. The LPU and POE switch will be housed in a NEMA rated enclosure measuring approximately 20x16x8 that will require a power outlet.

The power consumption cost, on average, it will continuously be using 40 Watts with a potential max electrical draw of 100 Watts. Calculating from the max 100 Watts the daily watt consumption is 2.4 kWh. Based on GCEC's [electrical utility rates on large power](#) it would cost approximately \$49 a year to power our equipment. The city will reimburse owner \$100.00 a year every January 1st of each year.

The install should look similar but not exactly like the graphic below.



Attachment: license to install and maintain wi-fi (Wifi On the Square)

Building 229

1. (1) Subscriber Unit, (1) PTP- Point to Point Radio Unit, and (2) Wi-Fi AP - Access Points will be installed on to the roof using the inside parapet wall mount.
 - a. PTP Radio: Siklu MH-T201-CNN-PoE-MWB 60GHz N/A
 - b. (2) Wi-Fi Aps Cambium XH2-240-US 5.8/2.4GHz
2. An 8-Port switch will be mounted near the equipment in a NEMA enclosure.
 - a. Cambium MX-EX2010PxA-U N/A N/A
3. Lighting Protector Units will be mounted near the equipment.
4. Cat6 cable will be terminated and connected to the LPUs.
5. Cable jumpers will be terminated and connected between the LPU and 8-Port Switch.
6. City of Celina will provide AC power at the roof level.
7. Power will be turned on and units will be checked for proper operation.
8. Subscriber unit will be aligned until peak RSL is reached to the Access Point at the Annex building.
9. PTP Radio unit will be aligned until peak RSL is reached to the PTP Radio Unit at Park Gazebo
10. Wi-Fi APs will be placed to cover Pecan St. between both parks.

Attachment: license to install and maintain wi-fi (Wifi On the Square)



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Tarrant, City Secretary
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re: General Election Order Modification

Action Requested:

Consider and act upon an resolution of the City of Celina, Texas, ordering and calling a general election to be held in the City of Celina on the 3rd day of November, 2020, for the purpose of electing a mayor, a council member for place 4, and a council member for place 5, each for a three-year term; making provisions for the conduct and giving notice of the election; providing the candidate filings received for the postponed May 2, 2020 election remain valid for the November 3 2020 election and the filing period will not be re-opened; designating polling places; designating dates and hours for early voting; designating the date and hours on election day. (Tarrant)

Background Information:

Resolution 2020-01R ordering and calling a General Election for Saturday, May 2, 2020 was passed on January 14, 2020. On March 23, 2020 an order to postpone the May 2, 2020 General Election was passed by the City Council due to the COVID 19 pandemic. The proposed new resolution modifies the original order to reflect the new election date of November 3, 2020.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney prepared this resolution.

Supporting Documents:

resolution

Staff Recommendation:

CITY OF CELINA, TEXAS
RESOLUTION NO. 2020-_____

AN RESOLUTION OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A GENERAL ELECTION TO BE HELD IN THE CITY OF CELINA ON THE 3rd DAY OF NOVEMBER, 2020, FOR THE PURPOSE OF ELECTING A MAYOR, A COUNCIL MEMBER FOR PLACE 4, AND A COUNCIL MEMBER FOR PLACE 5, EACH FOR A THREE-YEAR TERM; MAKING PROVISIONS FOR THE CONDUCT AND GIVING NOTICE OF THE ELECTION; PROVIDING THE CANDIDATE FILINGS RECEIVED FOR THE POSTPONED MAY 2, 2020 ELECTION REMAIN VALID FOR THE NOVEMBER 3 2020 ELECTION AND THE FILING PERIOD WILL NOT BE RE-OPENED; DESIGNATING POLLING PLACES; DESIGNATING DATES AND HOURS FOR EARLY VOTING; DESIGNATING THE DATE AND HOURS FOR THE ELECTION DAY; PROVIDING FOR PUBLICATION OF THE NOTICE OF THE ELECTION; PROVIDING BILINGUAL ELECTION REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SAVINGS CLAUSE; DECLARING FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

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 terms of office of the Mayor, a Council Member for Place 4 and a Council Member for Place 5 of the City of Celina, Texas expire upon the election and qualification of their successors; and

WHEREAS, the Celina City Charter and Sections 3.005, 41.001(a), and 41.005 of the Texas Election Code require an election to be held, ordered, and called for on Saturday, May 2, 2020, that being a uniform election date under the Texas Election Code, to fill the seats of the Mayor and two (2) Council Members; and

WHEREAS, given the advent of the Corona/Corvid-19 pandemic the Governor by Proclamation dated March 18, 2020 suspended provisions of the Election Code so as to allow home rule cities to conduct their elections on November 3, 2020; and

WHEREAS, following the Governor’s Proclamation of March 18, 2020 Collin and Denton County announced it would not conduct any elections on May 2, 2020 due and owing to the great risk attendant to the Corona/Corvid-19 pandemic; and

WHEREAS, under authority given under Texas Election Code Section 41.052 the governing body of a home rule municipality may change the date of its general election and given the public emergency attendant to the pandemic and the decision of the County Clerk not to conduct elections on behalf of entities in Collin County for the May 2, 2020 election the City Council has determined to exercise its authority to change the date of its general election to November 3, 2020 as set forth herein; and

WHEREAS, under authority given under Texas Election Code Section 41.052 the City

Council determines that present members of Council shall continue to hold office as a holdover and the length of term for those elected on November 3, 2020, or in a required runoff election, shall hold office until May 7, 2022.

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

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Pursuant to the provisions of Article III of the Charter of the City of Celina and Section 3.005 of the Texas Election Code, the regular City election for the year 2020, is hereby called and ordered for the purpose of electing a Mayor, a Council Member for Place 4, and a Council Member for Place 5, each for a term of three (3) years, to be held in the City on Tuesday, November 3, 2020, between the hours of 7 o'clock a.m. and 7 o'clock p.m., as provided in Section 41.031 of the Texas Election Code, as well as, a period of early voting in accordance with the provisions of the Texas Election Code.

SECTION 3. The election hereby called and ordered shall be conducted in accordance with the provisions of this Resolution, the requirements of the Charter of the City of Celina, and the Constitution and laws of the State of Texas regulating the holding of elections. The election called and ordered shall be conducted in accordance with the provisions of the Election Services Agreements by and between the City and Collin and Denton County approved by City Council.

SECTION 4. In accordance with Secretary of State Election Advisory 2020-12, the City Council confirms that candidate filings for the May 2, 2020 election will remain valid for the election held on November 3, 2020 and that the filing period will not be re-opened for the November election.

SECTION 5. In accordance with Chapter 43 and other applicable provisions of the Texas Election Code, this election shall be conducted utilizing countywide polling places as designated by Collin and Denton County. The City Council hereby designates the locations as approved by Collin and Denton County as countywide polling places to be utilized for this election.

SECTION 6. The ballots shall conform to all requirements of the laws of the State of Texas governing the same. Such ballots shall contain the names of all eligible candidates for the respective offices of the Mayor and City Council Members of the City of Celina.

SECTION 7. All qualified voters of the City of Celina shall be entitled to vote at the election so hereby called and ordered. The election shall be conducted in accordance with the applicable laws of the State of Texas between the hours of 7 o'clock a.m. and 7 o'clock p.m. on Tuesday, November 3, 2020 ("Election Day").

SECTION 8. Voting machines and/or ballot boxes shall be used in the election in accordance with the provisions of the laws of the State of Texas relating to the use of voting machines, ballot boxes, and elections.

SECTION 9. (a) In compliance with Section 271.006 of the Texas Election Code, Collin and Denton County Elections Administrator, is appointed as the Early Voting Clerk. Other deputy early

voting clerks shall be appointed as needed to process early voting mail and to conduct early voting by personal appearance. The main early voting polling place is designed as Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas, and Denton County Elections 701 Kimberly Drive, Denton, Texas such other early voting polling places as designated by the Early Voting Clerk (s).

(b) Qualified electors voting early who are unable to vote in person shall vote by mail as prescribed by the laws of the State of Texas. Applications for ballots by mail may be sent to the Early Voting Clerk as follows:

- By Mail: Attn: Ballots by Mail,
c/o Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas
c/o Denton County Elections, 701 Kimberly Drive, Denton, Texas.

In accordance with Section 84.007 of the Texas Election Code, the first day to apply for a ballot by mail was January 1, 2020. The last day to apply for a ballot by mail is October 5, 2020 (received, not postmarked). The deadline for receipt of a Federal Post Card Application (FPCA) from a registered voter is October 5, 2020.

The Collin and Denton County Elections Officer must physically receive marked ballots by the last mail delivery on Election Day which is Tuesday, November 3, 2020 at 3:00 o'clock p.m. If a marked ballot is being mailed from outside of the United States, the ballot must be received by the last mail delivery on the fifth day after Election Day. In addition, marked ballots from individuals voting by mail may be hand delivered in person only while polls are open on Election Day. Only the person casting the marked ballot may surrender the ballot in person. Such ballots will be accepted between the hours of 7:00 a.m. and 7:00 p.m. at the Collin County Elections Office, 2010 Redbud Blvd., #102, McKinney, Texas and the Denton County Elections Office at 701 Kimberly Drive, Denton, Texas.

(c) Early voting by personal appearance shall begin on Monday, October 19, 2020, and end on Friday, October 30, 2020, and shall be conducted during the following hours:

<i>Day</i>	<i>Date</i>	<i>Hours of Operation</i>
Monday	October 19, 2020	7:00 am to 7:00 pm
Tuesday	October 20, 2020	7:00 am to 7:00 pm
Wednesday	October 21, 2020	7:00 am to 7:00 pm
Thursday	October 22, 2020	7:00 am to 7:00 pm
Friday	October 23, 2020	7:00 am to 7:00 pm
Monday	October 26, 2020	7:00 am to 7:00 pm
Tuesday	October 27, 2020	7:00 am to 7:00 pm
Wednesday	October 28, 2020	7:00 am to 7:00 pm
Thursday	October 29, 2020	7:00 am to 7:00 pm
Friday	October 30, 2020	7:00 am to 7:00 pm

There will be no early voting by personal appearance on Saturday, October 24, 2020 and Sunday, October 25, 2020.

(d) The City Council hereby appoints the County's duly appointed representatives to the Early Voting Ballot Board.

SECTION 10. (a) Notice of said election shall be given (1) by filing a copy of this election Ordinance with the City Secretary; and (2) by publication as required by state law. The notice shall be in accordance with state law.

(b) The Mayor is hereby authorized to sign an "Order of Election" and "Notice of General Election." Council directs the City Secretary to post the "Order of Election" and publish and post the "Notice of General Election," in both English and Spanish in accordance with state law.

SECTION 11. Officers of the election shall immediately at the close of the election return to the City Council the results of the election. The City Council shall canvass the returns and declare the results of the election as provided in the Agreement between the City and the County, and as permitted by law.

SECTION 12. The provisions of 42 U.S.C.A. § 1973aa-1a, 28 C.F.R. Part 55, and Section 272.001 et seq. of the Texas Election Code, regarding members of a single-language minority, shall be observed with respect to printing, programming, and disseminating voting notices, forms, balloting materials, instructions, assistance or other materials or information relating to the electoral process, including ballots, and all such election materials shall be printed, programmed, processed, and/or provided in the Spanish language as well as the English language, and at each Election precinct there shall be a Judge, Alternate Judge, or Clerk who is fluent in the Spanish language and who shall be instructed and required to provide assistance to any voter desiring same.

SECTION 13. Collin and Denton County shall appoint eligible persons in the following capacities in accordance with the Texas Election Code, and those persons shall have the duties and responsibilities as prescribed by state law:

Central Count Station Manager, Clerk, Tabulation Supervisor, Assistant to the Tabulation Supervisor, Judge of the Central Count Station, Clerks and Early Voting Ballot Board

SECTION 14. The Election Officer(s) is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election and to comply with federal, state, and local laws and in the conduct thereof. This will be provided through the Election Services of the County of Collin.

SECTION 15. The City Council reserves the right to amend or modify this Resolution, including, but not limited to, the Early Voting and Election Day polling locations.

SECTION 16. In the event any provision of the Election Services Agreement with the County conflicts with any provision of this Resolution, the provisions of this Resolution shall control with respect to the City election.

SECTION 17. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution, because the same would have been enacted by the City Council without the incorporation in this Resolution of any such invalid phrase, clause, sentence, paragraph or section.

SECTION 18. It is hereby officially found and determined that notice of the meeting at which this Resolution is adopted was given as required by Chapter 551 of the Texas Government Code (the "Texas Open Meetings Act") and that such meeting has been open to the public at all times when this Resolution was discussed and acted on.

SECTION 19. All Resolution or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 20. This Resolution may be read and published by descriptive caption only.

SECTION 21. This Resolution shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Celina.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day of July, 2020.

Sean Terry, Mayor

Attachment: General Election_v2Modified (Election order modified)

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: General Election_v2Modified (Election order modified)

Proposed To Be Amended

EXHIBIT 1

EARLY VOTING LOCATIONS

for

City of Celina

MAIN EARLY VOTING POLLING PLACE

1. _____

2. _____

(List Early Voting Locations)

Attachment: General Election_v2Modified (Election order modified)

ELECTION DAY VOTING LOCATIONS
Tuesday, November 3, 2020
7:00 a.m. to 7:00 p.m.

for

City of Celina

(List Voting Locations)

Attachment: General Election_v2Modified (Election order modified)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: July 14, 2020
Re: City Hall Vault Remodel

Action Requested:

Consider and act upon an Authorization for the City Manager to enter into an Agreement with Hill & Wilkinson to remodel portions of Celina City Hall for \$161,506.00. (Brawner)

Background Information:

The City of Celina and Celina city staff continue to grow. The proposed project will reconstruct portions of City Hall to accommodate additional seating. The existing bank vault will be remodeled to allow for two offices to be installed with new ac, electrical, drywall, and painting. Two existing offices and a storage room will be consolidated into a single open area that will provide space for 5 employees.

Board Review/Citizen Input:

N/A

Alternatives:

None

Financial Considerations:

Funding is available within existing funds.

Legal Review:

Standard contracts

Supporting Documents:

proposed HW estimate

Staff Recommendation:

Staff recommends approval



HILL & WILKINSON
GENERAL CONTRACTORS

2703 TELECOM PARKWAY / SUITE 120 / RICHARDSON, TX 75082
214.299.4300 PHONE / 214.299.4444 FAX

7.O.a

7/7/2020

Ms. Kimberly Brawner
Executive Director of Public Services
City of Celina
142 N. Ohio Street
Celina, TX 75009

RE: **LETTER OF INTENT / NOTICE TO PROCEED**
Project: Celina City Hall – Offices, Bullpen & Vault
Owner: City of Celina

Dear Kim:

HWGC is pleased to provide this proposal for the above project. The scope of services is detailed in the attached estimate and qualifications.

The final contract price is anticipated to be \$161,506, subject to adjustment for scope changes and/or final design revisions (if any). HWGC is authorized to start work pending final contract execution. The work authorized by this letter is limited to: design services for the Vault area, the value of which may not exceed \$7,018.

Services outside of the scope of this proposal are additional services subject to additional charges that must be agreed in writing. HWGC is not obligated to perform additional services unless mutually agreed. HWGC will notify you before performing additional services and obtain prior written approval.

HWGC must provide a valid certificate of insurance prior to commencing any work at the site. HWGC agrees to defend, indemnify and hold harmless you and your agents and employees from any claim or liability attributable to bodily injury or death to persons or damage to tangible property to the extent caused by the negligence or fault of HWGC or its agents, employees or subcontractors. HWGC is not responsible for the negligence or fault of you or other parties.

The parties will cooperate to finalize the contract form as rapidly as reasonably possible. Upon final contract execution, this letter agreement will be superseded, and all work will be deemed performed under the final contract.

Either party may terminate this letter agreement at any time by written notice to HWGC. If this letter agreement is terminated or for some unanticipated reason a final contract is not executed, Owner will not be responsible for any payment to HWGC except for the cost of work actually performed (at quoted rates, or actual cost if no rate is quoted) plus the quoted fee percentage of such work, not to exceed any not-to-exceed price stated in this letter agreement. The parties mutually waive all claims for consequential or indirect damages of any kind.

HWGC will perform the services with reasonable promptness and in general conformance with project requirements. HWGC is not responsible for any delays by other parties or outside of its control.

HWGC is not responsible for consequential or indirect damages of any kind including, without limitation, loss of use, profits, business, reputation, goodwill or other economic or tangible or intangible benefits of any kind expected from the project or otherwise. HWGC is not responsible for any damages of any kind in excess of the compensation payable to HWGC under this proposal.

Any disputes will be resolved exclusively per Texas law through mediation then arbitration administered by the American Arbitration Association. Reasonable attorneys' fees and expenses will be awarded to the party that prevails by affirmative recovery or successful defense.

The terms in this proposal are the only terms applicable to the services unless otherwise agreed by HWGC in writing. These terms may only be modified in a writing signed by you and HWGC.





HILL & WILKINSON
GENERAL CONTRACTORS

HWGC appreciates the opportunity to be of service and looks forward to working with you. Please feel free to contact us with any questions. If you desire to move forward with our services, please indicate your agreement to these terms by signing where noted below.

Sincerely,

Hill & Wilkinson General Contractors

Prama Kumar
Director of Preconstruction

Acknowledged and Agreed by Owner:

City of Celina

By: _____

Name / Title: _____

Date: _____

Attachments (2)

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)



CITY HALL - OFFICES, BULLPEN & VAULT REMODEL
CELINA, TEXAS

July 7, 2020

2703 Telecom Parkway
Suite 120
Richardson, TX 75082
Pranathi Ramaswamy
214-299-4300 Main
214-299-4874 Direct
pranathir@hill-wilkinson.com

ESTIMATE #1

DESCRIPTION		TOTAL
1	DESIGN ENGINEERING PRECONSTRUCTION	\$ 6,380
2	SITE PLANNING & LOGISTICS	\$ 6,900
3	DEMOLITION	\$ 7,200
4	CONCRETE	\$ -
5	MASONRY	\$ -
6	STRUCTURAL & MISCELLANEOUS STEEL	\$ -
7	FINISH CARPENTRY	\$ 6,150
8	WATERPROOFING SEALANTS	\$ -
9	ROOFING	\$ 1,500
10	METAL PANELS	\$ -
11	FIREPROOFING	\$ -
12	DOORS FRAMES HARDWARE	\$ 3,250
13	GLASS GLAZING	\$ -
14	DRYWALL ACOUSTICAL	\$ 2,500
15	PLASTER EIFS	\$ -
16	FLOORING	\$ 2,900
17	PAINT WALLCOVERING	\$ 8,767
18	SPECIALTIES	\$ -
19	EQUIPMENT	\$ -
20	FURNISHINGS	\$ 30,000
21	FIRE SUPPRESSION	\$ -
22	MECHANICAL	\$ 14,735
23	ELECTRICAL	\$ 11,437
24	LOW VOLTAGE SYSTEMS	\$ -
25	EARTHWORK	\$ -
26	SITE SPECIALTIES	\$ -
27	LANDSCAPE IRRIGATION	\$ -
28	UTILITIES	\$ -
29	SUBTOTAL:	\$ 101,719
30	GENERAL CONDITIONS	\$ 30,253
31	SUBTOTAL:	\$ 131,972
32	BUILDERS RISK INSURANCE	\$ 12
33	LIABILITY / UMBRELLA	\$ 1,606
34	SUBGUARD / SDI	Included
35	BUILDING PERMIT ALLOWANCE	Excluded
36	P & P BOND	\$ 3,629
37	SUBTOTAL:	\$ 137,219
38	CONTRACTOR CONTINGENCY 7.00%	\$ 9,605
39	SUBTOTAL:	\$ 146,824
40	CONTRACTOR FEE	\$ 14,682
41	SUBTOTAL:	\$ 161,506
42	RENOVATION TAX (INCLUDING FEE)	N/A
43	TOTAL:	\$ 161,506

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)

ESTIMATE DETAIL

1		DESCRIPTION	QUANTITY	UNIT	U P	TOTAL
* DESIGN ENGINEERING PRECONSTRUCTION						
		DESIGN & ENGINEERING				
		Architectural design	1	LS	5,000.00	5,000
		Mechanical & electrical design	1	LS	1,380.00	1,380
SUBTOTAL DESIGN ENGINEERING PRECONSTRUCTION						6,380

2		DESCRIPTION	QUANTITY	UNIT	U P	TOTAL
* SITE PLANNING & LOGISTICS						
		CLEAN UP				
		Clean-up (of areas affected by construction)	1	LS	1,200.00	1,200
		Dumpsters	3	LDS	500.00	1,500
		PROTECTION				
		Temporary protection / floor protection	1	LS	1,200.00	1,200
		COORDINATION				
		COVID-19 related costs (temperature scanning)	6	WKS	500.00	3,000
		TESTING & INSPECTION				
		Materials Testing & Inspection Lab	N/A			N/A
SUBTOTAL SITE PLANNING & LOGISTICS						6,900

3		DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* DEMOLITION						
		SUBCONTRACTOR:	1	LS	7,200.00	7,200
		ABATEMENT OF HAZARDOUS/CONTAMINATED MATERIALS	Excluded			Excluded
		OFFICES & BULLPEN AREA				
		Remove & salvage existing doors & frames	3	EA		Included
		Demo existing wall partitions	24	LF		Included
		After hours work	1	LS		Included
		VAULT				
		Demo existing Vault walls, door, frame etc.	Excluded			Excluded
		Demo existing gyp partition betw Vault & Storage - leave header at approx. 8.5'aff	12	LF		Included
		Demo existing door, frame & HW	1	LS		Included
		Demo existing carpet in Vault	250	SF		Included
		Demo existing gyp partition for new door to Library	1	LOC		Included
		Demo existing lights in Vault	2	EA		Included
		MISCELLANEOUS				
		Dispose of debris off-site	1	LS		Included
SUBTOTAL DEMOLITION						7,200

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)

4	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* CONCRETE THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL CONCRETE					0

5	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* MASONRY THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL MASONRY					0

6	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* STRUCTURAL & MISCELLANEOUS STEEL THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL STRUCTURAL & MISCELLANEOUS STEEL					0

7	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	FINISH CARPENTRY				
	SUBCONTRACTOR:	1	LS	6,150.00	6,150
	OFFICES & BULLPEN AREA				
	Remove & relocate existing wood base, chair rail & ceiling trim as needed	1	LS		Included
	Repair damaged chair rail in Rooms B106, B107 & B108	1	LS		Included
	Repair damaged chair rail in Hallway	1	LS		Included
	After hours work	1	LS		Included
	VAULT				
	Reconfigure existing millwork & shelving in Library	1	LS		Included
	Relocate existing upper cabinets to new wall	1	LS		Included
	Shelving along wall in Vault	22	LF		Included
	Millwork in new Office (Vault)	w/ FF&E			w/ FF&E
	SUBTOTAL FINISH CARPENTRY				6,150

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)

8	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* WATERPROOFING SEALANTS					
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL WATERPROOFING SEALANTS					0

9	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* ROOFING					
SUBCONTRACTOR:		1	LS		Included
OFFICES & BULLPEN AREA		N/A			N/A
VAULT					
Roof penetrations for (2) 4"x4" pitch pans		2	EA	750.00	1,500
SUBTOTAL ROOFING					1,500

10	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* METAL PANELS					
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL METAL PANELS					0

11	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* FIREPROOFING					
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL FIREPROOFING					0

12	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* DOORS FRAMES HARDWARE					
SUBCONTRACTOR:		1	LS		Included
OFFICES & BULLPEN AREA					
New cased opening at Bullpen entry		1	EA	750.00	750
VAULT					
Door, frame & HW - from City Hall to Library		1	SET	2,500.00	2,500
SUBTOTAL DOORS FRAMES HARDWARE					3,250

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)

13	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* GLASS GLAZING					
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL GLASS GLAZING					0

14	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* DRYWALL ACOUSTICAL					
SUBCONTRACTOR:		1	LS	2,500.00	2,500
OFFICES & BULLPEN AREA					
New wall partition w/ cased opening (3'x7') - 10'h		50	SF		Included
Patch / repair exist. 2x2 lay-in ceilings as needed		25	SF		Included
New furrount at existing columns - 10'h (assumed)		100	SF		Included
Install cased opening at Bullpen entry		1	EA		Included
After hours work		1	LS		Included
VAULT					
Gyp partition to separate City Hall from Library		8	LF		Included
Patch/repair bottom of header in Vault		12	LF		Included
Patch/repair lay-in ceilings at areas around construction		1	LS		Included
Lay-in ceilings in Vault & Storage - at approx. 9'aff		250	SF		Included
Install door, frame & HW		1	SET		Included
SUBTOTAL DRYWALL ACOUSTICAL					2,500

15	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* PLASTER EIFS					
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL PLASTER EIFS					0

16	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* FLOORING					
SUBCONTRACTOR:		1	LS	2,900.00	2,900
OFFICES & BULLPEN AREA					
Patch / repair existing carpet flooring		25	SF		Included
After hours work		1	LS		Included
VAULT					
		1	LS		Included
Carpet in Vault & Storage		28	SY		Included
Rubber base		68	LF		Included
Patch/repair existing flooring & base		1	LS		Included
SUBTOTAL FLOORING					2,900

17	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	PAINT WALLCOVERING				
	SUBCONTRACTOR:	1	LS	8,767.00	8,767
	OFFICES & BULLPEN AREA				
	Tape, bed & paint new wall partitions	100	SF		Included
	Tape, bed & paint new furrount at existing column	100	SF		Included
	Repaint walls in Rooms B106, B107, B108, B109, B110, B111, B114	3,205	SF		Included
	Repaint walls in Hallways	1,400	SF		Included
	Paint new cased opening	1	EA		Included
	After hours work	1	LS		Included
	VAULT				
	Re-paint existing walls - corner to corner	1	LS		Included
	SUBTOTAL PAINT WALLCOVERING				8,767

18	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	SPECIALTIES				
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL SPECIALTIES					0

19	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	EQUIPMENT				
	THIS SCOPE IS NOT APPLICABLE OR BY OTHERS				
	SUBTOTAL EQUIPMENT				
					0

20	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* FURNISHINGS					
	SUBCONTRACTOR:	1	LS		Included
	FURNITURE ALLOWANCE				
Office cubicles		5	EA ALLOW	5,000.00	25,000
Office desks		2	EA ALLOW	2,500.00	5,000
	SUBTOTAL FURNISHINGS				30,000

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)

21	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* FIRE SUPPRESSION					
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL FIRE SUPPRESSION					0

22	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* MECHANICAL					
SUBCONTRACTOR:		1	LS		Included
PLUMBING		N/A			N/A
HVAC					
OFFICES & BULLPEN AREA		1	LS	5,879.00	5,879
Relocate existing ductless split systems		2	EA		Included
Relocate existing stand-alone thermostats		2	EA		Included
Relocate existing refrigerant lines		1	LS		Included
Relocate existing condensate drain		1	LS		Included
Test & balance		1	LS		Included
After hours work		1	LS		Included
VAULT					
HVAC modifications for new layout		1	LS	7,656.00	7,656
Mini ductless split-system A/C unit		0.75	TN		Included
Stand-alone thermostat		1	LS		Included
Condensate lines		1	LS		Included
Core thru' concrete deck/walls		1	LS		Included
X-ray concrete deck		1	LS	1,200.00	1,200
Re-balance system		N/A			N/A
SUBTOTAL MECHANICAL					14,735

23	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
* ELECTRICAL					
SUBCONTRACTOR:		1	LS	11,437.00	11,437
OFFICES & BULLPEN AREA		1	LS		Included
Remove & salvage existing light fixtures - for re-use		8	EA		Included
Re-work power outlets as needed		1	LS		Included
Fire alarm system modifications		N/A			N/A
After hours work		1	LS		Included
VAULT					
Electrical modifications for new layout - surface mounted conduits		1	LS		Included
Core thru' concrete deck/walls		1	LOC		Included
Low-profile ceiling lights		3	EA MAX		Included
Fire alarm system modifications		N/A			N/A
SUBTOTAL ELECTRICAL					11,437

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)

24	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	LOW VOLTAGE SYSTEMS				
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL LOW VOLTAGE SYSTEMS					0

25	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	EARTHWORK				
	THIS SCOPE IS NOT APPLICABLE OR BY OTHERS				
	SUBTOTAL EARTHWORK				0

26	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	SITE SPECIALTIES				
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL SITE SPECIALTIES					0

27	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	LANDSCAPE IRRIGATION				
THIS SCOPE IS NOT APPLICABLE OR BY OTHERS					
SUBTOTAL LANDSCAPE IRRIGATION					0

28	DESCRIPTION	QUAN.	UNIT	U P	TOTAL
*	UTILITIES				
	THIS SCOPE IS NOT APPLICABLE OR BY OTHERS				
	SUBTOTAL UTILITIES				0

Attachment: 2020-07-08 Proposal_Celina City Hall - Offices, Bullpen & Vault (Vault Remodel)



**CITY HALL - OFFICES, BULLPEN & VAULT REMODEL
CELINA, TEXAS**

July 7, 2020

ESTIMATE #1

QUALIFICATIONS:

- 1 This Estimate is conceptual in nature based on:
 - a. Multiple site visits to review scope;
 - b. Email direction from Director of Engineering Kimberly Brawner;
 - c. The following Qualifications and Exclusions:
- 2 This Estimate is based on Design Build principles and includes an allowance for Architectural and MEP design (for the Vault area only).
- 3 This Estimate is valid for 30 days from date above.
- 4 The impacts of the coronavirus (COVID-19) pandemic and associated national emergency on both our current and future projects are unknown at this time. Such impacts may affect costs, schedules, working conditions, material lead times, and manpower availability. We will make every effort to mitigate impacts, but these factors are not within our control. This estimate must be verified immediately prior to entering into an agreement. Escalation costs and schedule impacts related to this event are not included.
- 5 This Estimate is based on mutually agreeable contract terms.
- 6 Taxes are excluded.
- 7 This Estimate is based on a construction duration of - 6 **WKS**
- 8 The Estimate is based on the information provided. Code requirements, re-design or drawing coordination is not included.
- 9 See Estimate Detail for additional clarifications and assumptions.

EXCLUSIONS:

- 1 Testing for and abatement of hazardous or contaminated materials, including mold (assumed by Owner, if required).
- 2 Materials testing and inspection is excluded (not applicable).
- 3 LEED certification (assumed not required).
- 4 Premium costs for sustainable construction/materials (assumed not required).
- 5 Utility (water, electrical) consumption costs during construction (assumed paid direct by Owner).
- 6 Estimate assumes leaving the existing Vault walls and doors in place.
- 7 Estimate assumes demolishing the existing wall between the Vault and Storage.
We have assumed this wall is a non-load bearing gypboard wall.
- 8 All electrical conduits will be surface mounted.
- 9 Existing circuits will be used for power, lights and A/C (assumed available).
- 10 New flooring in existing Corridor & 2ea. Offices next to Break Room (assumed not in scope).
- 11 All scope of work not specifically included in the Estimate above is excluded.



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Swapna Konda, Engineer
CC: Kim Brawner, Executive Director of Public Services
Date: July 14, 2020
Re:

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, adopting the School Zone Ordinance more particularly described in exhibit “A & B” and graphically depicted in exhibit “C”. (Brawner)

Background Information:

An ordinance of the City Council of the City of Celina, Texas, amending the Celina Code of Ordinances, Chapter 12: Traffic and Vehicles, Article 12:03: Operation of Vehicles, Division 2: Traffic Schedules, Section 12.03.057 speed limits to add school zone locations and times in the City of Celina.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

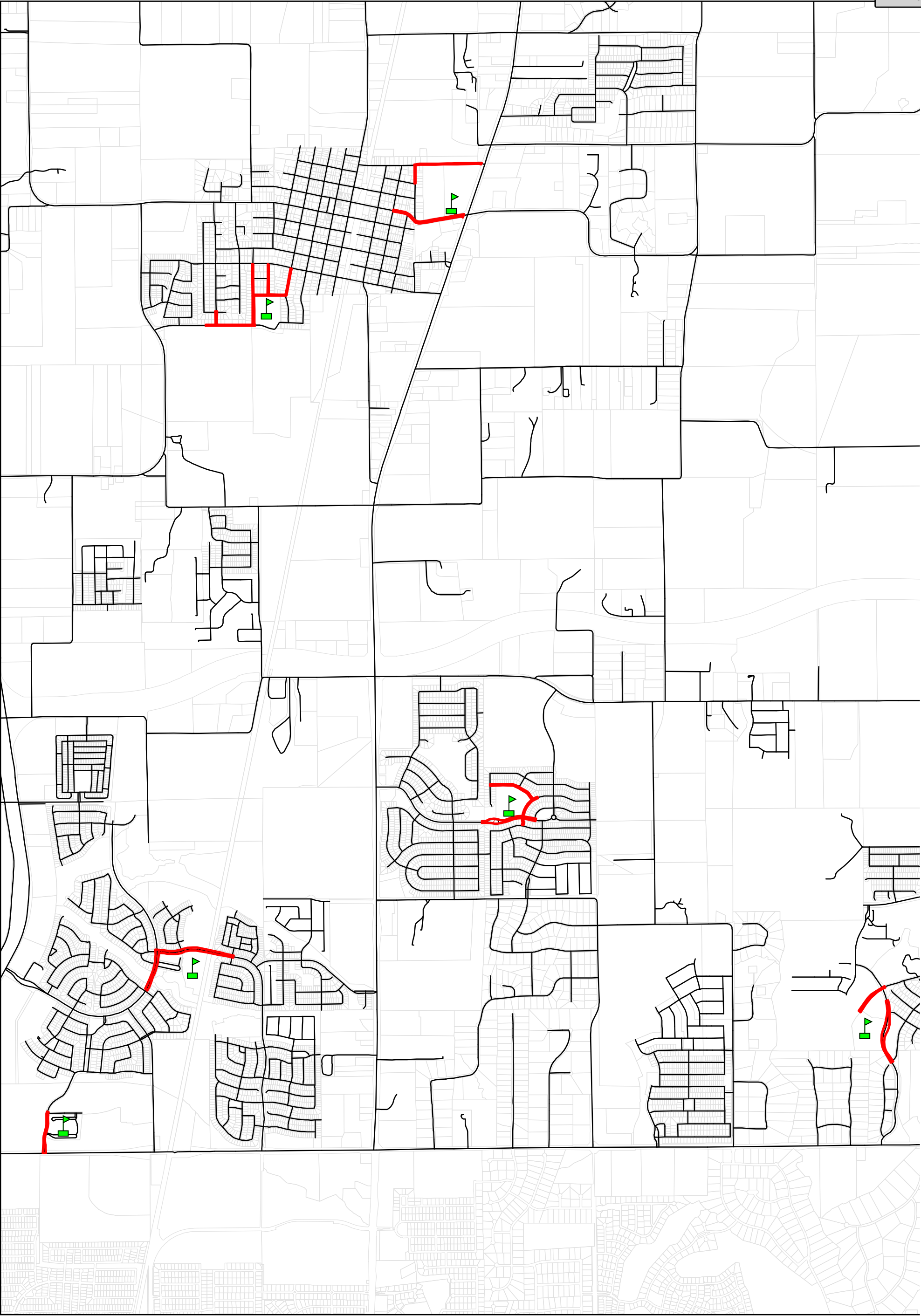
The City Attorney has reviewed this Ordinance.

Supporting Documents:

- Ordinance
- Exhibit C

Staff Recommendation:

Staff recommends approval.



Attachment: Exhibit C-SchoolZones (School Zone Ordinance)

Celina
TEXAS
EST. 1876

Life Connected.

School Zones

City of Celina

Date: 7/2/2020

Legend

- Schools
- School Zones
- Roads
- Parcels

0 2,050 4,100 Feet

Packet Pg. 318

CITY OF CELINA, TEXAS

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 12: TRAFFIC AND VEHICLES, ARTICLE 12:03: OPERATION OF VEHICLES, DIVISION 2: TRAFFIC SCHEDULES, SECTION 12.03.057 SPEED LIMITS TO ADD SCHOOL ZONE LOCATIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, Section 541.302(13) of the Texas Transportation Code defines a "school crossing zone" as a reduced speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, due to new school construction the City Council hereby finds it necessary to provide for additional school zones within the City.

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
FINDINGS

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

SECTION 3 **AMENDMENT**

3.01 That the Celina Code of Ordinances, Chapter 12: Traffic and Vehicles; Article 12.03: Operation of Vehicles; Division 2: Traffic Schedules; is hereby amended to read as follows:

Exhibit A **Sec. 12.03.051 (a) School Zones**

SCHOOL NAME	ISD	STREET NAME	DESCRIPTION	SCHOOL ZONE TIME	SCHOOL TIME	SPEED	STATUS
Boyer Elementary	Prosper	Bridgewater Blvd	From Frontier Pkwy to Montgomery Ln	7:15 a.m to 8 a.m & 2:15 p.m to 3:15 p.m	7:45 a.m to 3:15 p.m Monday through Friday	20 mph	Existing
Lykins Primary	Celina	Malone St	Malone St from Texas Dr to SH 289	7:10 a.m to 8:10 a.m & 3:10 p.m to 4:10 p.m	7:55 a.m to 3:25 p.m Monday through Friday	20 mph	Existing
		Texas Drive	Texas Dr from Maple St to Malone St				
Celina Sixth Grade & Celina Junior High	Celina	Pecan St	From SH 289 to New Mexico Dr	7:05 a.m to 8:05 a.m & 3:15 p.m to 4:15 p.m	7:50 a.m to 3:30 p.m Monday through Friday	20 mph	Existing
Light Farms	Prosper	Worthington Way	From the intersection of Langley Dr and Worthington Way to the intersection of Cypress Creek way and Light Farms Way	7:15 a.m to 8 a.m & 2:15 p.m to 3:15 p.m	7:45 a.m to 3:15 p.m Monday through Friday	20 mph	Existing
		Light Farms Way	Cypress Creek Way to Wildrye Ridge				
Celina Elementary	Celina	Sunset Blvd	From 250 ft west of the intersection with Tolleson Dr to the intersection with	7 a.m to 8 a.m & 3 p.m to 4:00 p.m	7:45 a.m to 3:15 p.m Monday through Friday	20 mph	Existing
		Tolleson Road	From 1000 block to the intersection of Sunset Blvd				
		S Arizona Dr	From 500 block to the 600 block				
		S Georgia Dr	From 500 block to the 600 block				
		W Cedar St	From S. Arizona Dr to S. Utah Dr				
		S Utah Dr	From Ash St to Sunset Blvd				
O'Dell Elementary	Celina	Punk Carter Pkwy	From 700 ft east of the intersection with Palomino Ln to Indigo Ln	7 a.m to 8 a.m & 3 p.m to 4:00 p.m	7:45 a.m to 3:15 p.m Monday through Friday	20 mph	Existing
		Monarch Ln	From Berry St to Field St				
		Berry St	From Lawndale St to 100 east of Monarch Ln				
Sam Johnson	Prosper	Water View Trail	From Carmel Road to 300 feet south of Roseland Pkwy	7:15 a.m to 8:15 a.m & 2:15 p.m to 3:15 p.m	7:45 a.m to 3:15 p.m Monday through Friday	20 mph	New
		Roseland Pkwy	800 feet west of the intersection of Roseland Pkwy and Waterview Trail				

Attachment: 2020 0707 Cleaned Version_Amended School Zones_Speed Limits (School Zone Ordinance)

Exhibit B
Sec. 12.03.051 (b) Non-School Zones

STREET	LOCATION	SPECIAL PROVISIONS	SPEED LIMIT
		Locomotive, engine or railroad train or streetcar	25 mph
	Fire zone as follows: the north one-half of Blocks 5 and 16; the full Blocks 6 and 15; the south one-half of Blocks 7 and 14		20 mph
	Intersection of Texas Street and Maple Street heading north 0.700 mile and from the intersection of New Mexico on Mallone heading east to State Highway 289 exactly one mile of roadway running east and west in front of Celina Elementary School	One mile running east and west on Mallone Street from New Mexico to State Highway 289 between the hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:45 p.m., Monday through Friday	20 mph
		One mile running east and west on Mallone Street from New Mexico to State Highway 289 at other times than listed immediately above	30 mph
		Starting at the intersection of Texas Street and Maple Street heading north 0.70 mile to Mallone Street during the hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:45 p.m., Monday through Friday	20 mph
		Starting at the intersection of Texas Street and Maple Street heading north 0.70 mile to Mallone Street during times listed contrary to immediately above	30 mph

Andalusian Trail			25 mph
Appaloosa Lane			25 mph
Arabian Lane			25 mph
Breton Lane			25 mph
C.R. 56	From 250 feet west of the intersection with Tolleson Road to the intersection with Utah	Between the hours of 7:30 a.m. and 8:30 a.m. and between the hours of 2:30 p.m. and 4:00 p.m. on school days	20 mph
Connemara Court			25 mph
Connemara Trail			25 mph
Dartmoor Drive			25 mph
Equine Lane			25 mph
F.M. 428	Beginning at the point (Station 0+00) being at the intersection of F.M. 455; thence continuing along F.M. 428 in a southerly direction for a distance of 0.200 mile, approximately, the point being Station 10+56		45 mph
Farm Road Highway 455	Beginning at the point (Station 1+16) being the west city limits; thence in an easterly direction for a distance of 4.842 miles approximately		55 mph
	Continuing east in an easterly direction for a distance of 0.200 mile approximately		45 mph
	Continuing in an easterly direction for a distance of 1.044 miles approximately	When signed for school locations at specified times	30 mph
	Continuing in an easterly direction for a distance of 0.200 mile approximately		45 mph

	Continuing in an easterly direction for a distance of five miles approximately, the point (Station 298+21) being the east city limits		55 mph
Frontier Parkway	Westbound lanes, from its intersection with State Highway 289 westward to its intersection with the Burlington Northern Santa Fe Railway line (more particularly depicted in exhibit A attached to Ordinance 2009-18)		45 mph
	Westbound lanes, designated as "school zone" (more particularly depicted in exhibit A attached to Ordinance 2014-33)		20 mph
	Frontier Parkway between Dallas Parkway and Coleman Street		45 mph
Lipizzane Lane			25 mph
Loop Highway 483	Beginning at the point (Station 0+00) being at the intersection of S.H. 289 (North); thence continuing in a southerly direction for a distance of 2.356 miles approximately		55 mph
	Continuing in a southerly direction for a distance of 0.900 mile approximately	Continuing in a southerly direction for a distance of 0.900 mile approximately	40 mph

Loop Highway 483, cont'd.	Continuing in a southerly and easterly direction for a distance of 0.866 mile approximately, the point (Station 217+65) being the south city limits		30 mph
Lusitano Court			25 mph
Morgan Drive			25 mph
Mustang Trail			25 mph
Old Stables Drive			25 mph
Paddock Lane			25 mph
Palomino Lane			25 mph
Quarter Horse Lane			25 mph
Saddlebred Trail			25 mph
Shire Court			25 mph
Shire Lane			25 mph
Stallions Lane			25 mph
State Highway 289	Beginning at the northern city limits, thence continuing south along S.H. 289 for a distance of 2.301 miles		60 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 2.586 miles		55 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 0.583 mile		50 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 0.357 mile		45 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 0.458 mile		55 mph
State Highway 289, cont'd.	Continuing along S.H. 289 in a southerly direction, to the southern city limits, for a distance of 3.622 miles		60 mph
Tarpan Trail			25 mph
Tobiano Court			25 mph
Trakehner Trail			25 mph
Winchester Drive			25 mph

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on 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 traffic and vehicles within the City of Celina, 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 **PENALTY CLAUSE**

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum not to exceed five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

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 exact Caption and Effective Date clause in the minutes of the City

Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: 2020 0707 Cleaned Version_Amended School Zones_Speed Limits (School Zone Ordinance)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Personnel Policies

Action Requested:

Consider and act upon approval of a new Personnel Policies and Procedures. (Jeter)

Background Information:

The Personnel Policies Manual provides department directors, managers, supervisors and employees a written source of information regarding the City of Celina's organizational directives from a policy, procedure and administrative perspective.

Provided is an updated set of policies for City Councils consideration.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Personnel Policies

Staff Recommendation:

City Of Celina

Personnel Policies and Procedures



Life Connected.

INTEGRITY ★ COMMUNITY ★ EXCELLENCE ★ SERVICE

Core Values

Integrity

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

Community

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

Excellence

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

Service

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



Welcome to the team at the City of Celina! We hope that you experience a genuine welcome here. The culture of Celina is founded on the principle of servant leadership. The servant leader holds to a “leader eats last” philosophy, and strives to give of him or herself for the good of the other. This mentality requires us to seek first to understand our customers’ needs, so that we can treat them with dignity at all times. Celina has a reputation for its friendly, warm and kind people, and our job is to continue that tradition as the City continues to experience the growth of the DFW metroplex. To fulfill the servant leader vision, we work under four core values that guide and influence our actions and decisions.

Many cities want to be different, unique; they want to be special. To this end, many even have a service philosophy that advertises a particular way to treat customers, citizens, and one another. Sometimes, however, our practice does not always live up to the policy in regards to personal courtesy and treatment. This is because even the best policy or philosophy can only succeed with the enthusiasm and participation of the people on the ground, who are interested in reaching out to one another, and in building a culture of kindness, awareness of the needs of others, and a willingness to act quickly to address those needs in a positive way.

This kind of culture can only be built through a spirit of generosity and of personal giving of our time and energy. We cannot make a whole culture of giving and service alone, but we can each make our own little “corner” of the organization a place where others can thrive, and truly enjoy their jobs. This enjoyment of our work, in turn, creates even more willingness to help others who need it, therefore creating a circle of generosity, thriving, and selfless service.

Once this environment is established, then living the core values of Excellence, Integrity, Community and Service becomes much easier to accomplish, and the joy of loving our jobs propels us towards greater success. However, this hinges on our own individual commitments to service to others, and leading through this service of self towards others, also known as “servant leadership.” Therefore, I would like to challenge you to enter into the idea of leadership through service to others, and to commit to creating a spirit of generosity, kindness and service to those around you.

Sincerely,

Jason Laumer
City Manager

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 1 – Introduction and General Provisions

1.00 – Purpose and Objectives

The purpose of the City of Celina Personnel Policies Manual (Manual) is to provide department directors, managers, supervisors, and employees with a written source of information about the policies, procedures, and administrative directives of the City of Celina.

I. Objectives

A. The objectives of the Manual are:

1. To promote good and uniform practices and administration in the management of the City's employees.
2. To reduce questions about policies and procedures by having them readily available for reference.
3. To promote high morale by the consistent administration of policies and procedures through consideration of the rights and interests of all employees.
4. To ensure that policies and procedures are kept current by periodic updates of this Manual.

II. Relationship to the Code of Ordinances of the City of Celina, Texas

- A. Every effort will be made to ensure that policies and procedures are consistent with the Code of Ordinances of the City of Celina, Texas. If, however, there is any discrepancy, the Code of Ordinances shall apply. Any person finding discrepancies should notify the Human Resources Department immediately.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 1 – Introduction and General Provisions

1.01 – Management Authority, Amendments, Updates, Revocations

I. Amendments, Updates and Revocations

- A. The City may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time. Any new policies issued supersede these policies and are fully binding on all employees. If an employee continues to work for the City after the effective date of any such amendment, change or termination, then the employee will be deemed to have accepted such amendment, change or termination. **The issuance of this Manual does not constitute a contract between the City and its employees for any duration of employment.** There is no specified length of employment, and either the City or the employee can terminate the employment relationship at any time, for any reason.

II. Management Authority

1. Policy administration rests with City management and City management reserves sole authority to administer City operations. With the exception of matters reserved to City Council by statute, charter, or ordinance, the general and final authority for conduct of employees is vested to the City Manager. The City Council appoints the City Manager to administer the day-to-day operations of the City government, including the power to approve and administer personnel policies and to delegate the administration of these policies to the Director of Human Resources. Any conflicts, questions, or ambiguities in City or departmental policies and procedures will be decided by the City Manager. Final authority, in the form of review and approval, resides with the City Manager with regards to all matters and subjects covered by these regulations, unless specifically delegated otherwise.
2. The City Manager and Human Resources Director may interpret the policies if a question is raised regarding the intent, application or meaning of the policy. Further, the City Manager and Human Resources Director may utilize administrative practices and procedures required to enforce the policies.

III. Departmental Policies

- A. Individual City departments may develop policies and procedures that are consistent with City policies and procedures. Department policies and procedures that are operational and that do not relate to those in this manual, or other approved operations manuals/handbooks, do need to be reviewed and approved by Human Resources or other appropriate departments. All employment related departmental policies must be reviewed by the Director of Human Resources. No internal policies can prevent officially or by unwritten policy, employees from coming to the Human Resources department for any reason. City policies and procedures supersede all department level policies.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 1 – Introduction and General Provisions

1.01 - Management Authority, Amendments, Updates, Revocations

IV. Severability

- A. Any statement in a policy or procedure found to be illegal, incorrect, and/or inapplicable will not affect the validity and intent of the remaining content of such policy or procedure. Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by state and/or federal law. All employees must become familiar with and abide by these policies and procedures.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 1 – Introduction and General Provisions

1.02 – Scope and Notice

I. Scope

- A. The policies apply to and govern all employees of the City, except where State and/or Federal law preempts the application of these policies or where there are provisions to the contrary in State or Federal law. Policies and procedures apply to all employee of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by State and/Federal law.
- B. These policies supersede all existing personnel and departmental policies and are effective and binding on all employees regardless of hire date. Continued employment with the City following adoption of these policies constitutes conclusive acceptance of the terms of the policies. This handbook is not an employment contract and nothing in this is intended to change or modify the at-will status of a City employee or to create or confer any property rights or expectation of continued employment to any employee.
- C. The failure of the City to follow or comply with any provision of these policies shall not constitute grounds for nor form the basis of any action or cause of action, either civil or criminal, arising from employment with the City. The City reserves the rights to change the provisions of these personnel policies and procedures at any time.

II. Notice

- A. A copy of the Personnel Policy Handbook and all amendments or changes shall be on the City's internal site and filed in the office of the City Secretary and the Director of Human Resources and shall be available for inspection by all City employees and the public. Such filing shall constitute notice to all employees of the personnel policies and procedures and of all amendments and changes.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 1 – Introduction and General Provisions

1.03 – Policy Dissemination/Administration

- I. All city employees shall be informed of policy provisions listed herein. As a condition of employment, employees are expected to abide by the City's core values and all policies and procedures outlined in this manual. The City's Core Values are Integrity, Community, Excellence and Service.

The personnel policies manual will be available for reference on the intranet by employees at all times. Additionally, copies are also available for reference in the Human Resources Department.

II. Policy Administration

- A. The general and final authority for human resource management rests with the City Manager, who may delegate it as necessary and proper, except for matters reserved to the City Council.
- B. The administration of personnel matters is charged to Department Directors appointed by the City Manager. Human Resources shall advise management in all areas of employee management relations and shall include such items as training and career development, employee health, safety and morale. Certain City policies are based upon state or federal laws and regulations, and in the event that those laws and regulations are amended or otherwise modified, the City may amend or modify its policies to be in compliance with such laws and regulations.
- C. The personnel policies of the City of Celina are based upon the belief that the success of City government and its usefulness to the citizens of Celina is primarily dependent on its personnel, and that the full development of each employee's potential is beneficial to both the employee and the citizens of Celina.
- D. These policies are to provide for a consistent and equitable system of personnel management for the City. While these rules constitute a statement of policies and procedures, they are not intended to be all-inclusive and cover every conceivable personnel situation that might arise. Circumstances of any particular case or matter may warrant a deviation or exception in the application of these policies; where such circumstances justify an exception, the City Manager or his designee, may do so.
- E. These policies are not an employment contract and nothing in this manual is intended to change or modify the "at-will" status of City employees or to create or confer any property right or exception of continued employment to any employee. The City is an at-will employer.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 1 – Introduction and General Provisions

1.04 – Contacting the City Attorney

The City Attorney shall not be directly contacted by any Department Director or other employee, unless specifically authorized by the City Manager.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 1 – Introduction and General Provisions

1.05 - Ethics

All employees of the City are expected to act in accordance with the highest of ethical standards. Conducting oneself in such a manner includes adherence to the law, policy and administrative directives. Employees shall faithfully execute their duties and shall refrain from knowingly engaging in any outside matters of interest incompatible with the impartial, objective, and effective performance of their duties. All City employees should maintain the utmost standards of personal integrity, truthfulness, and fairness in carrying out their duties; avoiding real or perceived improprieties in their roles as public servants; and never using their positions or power for personal or professional gain.

I. Core Values

- A. The City's values are integral to our overall effectiveness and therefore as employees, we pledge to maintain and enhance:
1. Excellence – striving for the best in all we do
 2. Integrity – always doing the right thing
 3. Community – working together toward common goals
 4. Service – committing to the delivery of efficient and cost effective services

II. Assistance in Determining Unethical Behavior and Making Ethical Decisions

- A. The City of Celina recognizes that it is not always clear what the "right" or ethical choice is, when making a decision. The following are guidelines that may assist employees in determining appropriate behavior and conduct. This list is not exhaustive.
1. Is the action lawful?
 2. Is the action in line with City of Celina's stated values (see above)?
 3. If you do it, will you feel good about what you have done?

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

Chapter 2 – Employment

2.00 – Employment, Qualifications, Disqualifications

I. Working Age

- A. Age limits are indicated in some specifications for various classes of positions on the basis of a bona fide occupational qualification or statutory requirement.
- B. No person under 18 years of age shall be employed in any position within the City.

II. Basic Employment Qualification

- A. In addition to the qualifications applicable to each position, an applicant for employment with the City must:
- B. Provide authorization for pre-employment background and criminal history checks relevant to the position being sought;
- C. Consent to conditional pre-employment physical evaluation and drug/alcohol testing, if applicable;
- D. Be at least 18 years of age;
- E. Possess a High School diploma or GED;
- F. Be of good moral character;
- G. Be a citizen of the United States or possess authorization to work legally in the United States;
- H. Be dedicated to the principles of servant leadership and exhibit the values of Excellence, Community, Integrity, and Service.

III. Disqualification for Employment Consideration

- A. Human Resources will review all applications for completeness and required qualifications. Only those applicants who meet the required criteria will be considered in the selection process. Depending upon the position vacancy and qualifications required, internal and external candidates may be considered concurrently. Although rejection may be based upon causes other than those enumerated below, the following are declared to be causes for rejection of an application or disqualification of an applicant:
- B. The application is incomplete.
- C. The applicant has not met the posted deadline for filling the application.
- D. The applicant does not meet the qualifications necessary for the performance of the duties of the position for which the candidate is applying.

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 2 – Employment

2.00 – Employment, Qualifications, Disqualifications

- E. The applicant has made a false statement of material fact on the application or has practiced or attempted to practice fraud in connection with an application, supplements to an application, or commits fraud at any time during the interview process. Applicants guilty of the aforementioned are prohibited from applying for a position with the City for a minimum of one (1) year.
 - F. The applicant is unable to perform the essential functions of the position, even with reasonable accommodation.
 - G. The applicant is a former employee who is NOT eligible for rehire.
 - H. The applicant failed to pass pre-employment alcohol/drug screens under the City's Drug and Alcohol policy and/or any other assessment deemed necessary for the position.
 - I. Placement of the applicant would violate the City's age requirement policy.
 - J. The applicant is not in compliance with the Immigration Reform Act of 1986.
 - K. Placement of the applicant would violate the City's Nepotism policy.
- IV. An applicant may be disqualified from consideration upon other reasonable grounds relating to job requirements. An applicant may be disqualified depending on the offense and the position for the person is applying.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

Chapter 2 – Employment

2.01 - Introductory (Probationary) Period

I. Purpose

To establish policies and procedures for probationary employees.

II. Policies

It is the purpose of the probationary (introductory) period to provide a time for the City to determine whether the employee has shown the ability to meet the initial expectations for the position. Departments shall use the probationary (introductory) period to closely observe and evaluate the work of the newly hired employees. Supervisors should actively evaluate whether the introductory employee's conduct and performance successfully meet the expected standards and requirements. Sworn public safety employees should consult their respective departments regarding introductory periods of employment and performance appraisal.

A. Probationary (Introductory) Period

Every person initially appointed to the City or promoted in City service under a regular appointment must successfully complete the probationary period.

1. New Employees

- a. Regular full-time and part-time employees shall serve a six (6) month probationary (introductory) period.
- b. Employees promoted will serve a three (3) month introductory period from the date of promotion.
- c. Employees in a public safety position, such as Police Officers and Firefighters, the probationary period will be one year minimum in length.

2. Promoted Employees

- a. Employees promoted will serve a three (3) month introductory period from the date of promotion.

3. Unsatisfactory Performance

Each probationary/introductory employee is responsible for knowing, understanding and meeting the expectations and standards for their position. In addition, each employee is also responsible for performing their job in a safe, productive and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During probation/introductory period, it is the employee's responsibility to correct any deficiencies or inadequacies in job performance, attitude or conduct.

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 2 – Employment

2.01 - Introductory (Probationary) Period

Unsatisfactory performance can occur at any time within the probation/introductory period.

- a. Prior to the dismissal of a probationary/introductory employee, a department Director/division manager shall consult with Human Resources. A decision to dismiss an employee must be initiated with a notice to dismiss outlining the reasons for separation. The department Director will connect with the Director of HR to make the final decision as to the dismissal.
- b. A promoted employee who does not successfully complete probation/introductory period may return to their former position if it is available at the discretion of the Director. Otherwise, the employee will be dismissed which is initiated with a notice of proposed dismissal.
- c. Extension of Probationary/Introductory Period – at the discretion of the department Director, the initial probationary/introductory period may be extended up to three (3) months for general employees and six (6) months for public safety employees.

2. Appeal Rights

An employee who is dismissed during their initial probationary/introductory period does not have appeal rights. This restriction also applies to an employee whose initial probationary/introductory period is extended pursuant to section 2c above. However, a promoted employee who is dismissed during the probationary/introductory period may appeal pursuant to the City's policies.

3. Personnel Transactions

Newly hired and newly promoted employees generally are not eligible for promotion, lateral transfer or voluntary demotion during the probationary/introductory period. Exceptions may be granted by the City Manager when such promotion, lateral transfer or voluntary demotion is in the best interest of the City.

B. Required Activities. Before the completion of the probationary/introductory period, all new employees must complete the following:

1. Individual Meeting with the City Manager
2. Participate in the New Employee Orientation
3. Compliance and Departmental Training
4. Review of Personnel Policies and Procedures

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 2 – Employment

2.02 – Equal Opportunity Employer

The City realizes that equal employment opportunities benefit the City and its employees through the full utilization of all human resources. It is the policy of the City of Celina to provide equal opportunity to all individuals without regard to race, creed, color, sex, age, national origin, religion, disability, or veteran's status or any other characteristic as determined by State and Federal law.

- I. Discrimination based on age, sex or disability or any other characteristic is prohibited except where specific requirements constitute a bona fide occupational qualification necessary for proper and efficient administration.
- II. It is the intent and desire of the City of Celina that equal employment opportunities be provided in employment, promotions, wages, benefits and all other privileges, terms and conditions of employment. Further the City will make reasonable accommodations for applicants and employees with known disabilities who can perform the essential job functions with or without such accommodations.
- III. The City requires ALL employees to bring to the City's attention any information regarding any incident of possible discrimination or harassment so that the matter can be investigated and appropriate action taken. Any employee who violates the City's policy will be subject to corrective action and/or termination of employment.
- IV. The Director of Human Resources has been designated to ensure compliance with the nondiscrimination requirements of this policy.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 2 – Employment

2.03 – Recruitment and Selection

- I. Hiring supervisors shall complete a personnel requisition form to a fill vacant position and have it approved as either budgeted, a replacement or for a budget variance. All requisitions must be approved by Human Resources and Finance departments. Incomplete or inaccurate submissions will delay processing of the request. **IT IS THE RESPONSIBILITY OF THE DEPARTMENT INITIATING THE REQUEST TO ENSURE THE INFORMATION IS ACCURATE AND COMPLETE.**
- II. Human Resources will post and/or advertise the employment needs of the City/position with a view toward non-discrimination and toward obtaining the best qualified candidates for each vacancy to be filled by recruitment from within or outside the City service.
- III. Candidates will complete an application and will complete any additional tests, examination, or the like, to indicate their ability to successfully perform the duties of the position they seek. Human Resources will forward to the hiring supervisors only those candidates that meet the minimum qualifications for the position and who successfully complete the process unless specifically directed by the City Manager to do otherwise.
- IV. Interviews with qualified candidates. Once the hiring supervisor makes a selection, Human Resources extends a conditional offer of employment contingent upon successful completion of necessary pre-employment testing.
- V. Upon successful completion of all post conditional offer testing, Human Resources will solidify the offer of employment and discuss start dates with the candidate.
- VI. **Re-Employment**
 - A. Full-time employees who separate from service with the City for any reason will not be considered for rehire in a full-time position for a minimum of 12 months unless approved by the City Manager or their designee.
 - B. Persons whose employment has been terminated or who has not resigned in good standing (did not give proper notice, under discipline, etc.) will not be considered for re-employment without approval of the City Manager or their designee.
 - C. Employees who are rehired become eligible for benefits under the same terms as any other new hire, no “bridging” of time will occur.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 2 – Employment

2.04 – Background Checks

I. Credit History

- A. The City will obtain credit history information on a candidate for employment only when the credit history is related to the position for which the person is being considered.
- B. The City shall comply with the Fair Credit Reporting Act (FCRA) before obtaining a job-related credit history. The City may not procure a consumer report for employment purposes unless:
 - 1. The City has provided the applicant or employee a written disclosure that a consumer report may be obtained for employment purposes; and
 - 2. The applicant or employee has authorized in writing the procurement of the consumer report.
 - 3. Human Resources is the only department authorized to run credit reports on City candidates.
- C. Before taking any adverse action based on the consumer report, the City shall provide the applicant or employee a copy of the consumer report and a written description of the person's rights under the FCRA, as prescribed by the Federal Trade Commission.

II. Criminal History

- A. The City will conduct a criminal history record review for a final candidate for employment and will determine through the individualized assessment procedures described below whether the individual should be excluded from employment.
- B. Only City employee(s) authorized to view criminal history records will be involved in conducting and individualized criminal history record review. Consistent with business necessity, the City shall disqualify from employment a person whose criminal history is inconsistent with the job duties of the position for which the person is being considered.
- C. The City shall perform an assessment of criminal history record information when determining a person's eligibility for employment in a specific position. The City shall take into account a variety of factors, including the following:
 - 1. The nature of the offenses;
 - 2. The age of the person when the crime was committed;
 - 3. The date of the offense and how much time has elapsed;
 - 4. The adjudication of the offenses (e.g., whether the person was found guilty by a trier of fact, pled guilty, entered a no contest plea, or received deferred adjudication);

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

7.Q.a

Chapter 2 – Employment

2.04 – Background Checks

5. The nature and responsibilities of the job sought;
6. The accuracy of the person's disclosure of their criminal history during the selection process;
7. The effect of the conduct on the overall environment; and
8. Any further information provided by the person concerning their criminal history record.
9. Departments, such as Police and Fire, do take arrests into consideration, but may not disqualify a candidate solely based on this information depending on the situation.

In conducting the assessment, the City will consider both the factors set out above and any additional information provided by the individual. The City may obtain court records, if needed, to validate the information provided. Using the available information, the City will determine whether exclusion from employment is consistent with business necessity.

- D. Failure to disclose criminal history on an employment application will exclude a candidate from employment with the City, regardless of whether the candidate's criminal history alone would have disqualified them for employment.
- E. The fact of an arrest alone does not establish that criminal conduct has occurred, and the City shall not disqualify a person based solely on an arrest, but the City does take this into consideration. The City may make an employment decision based on the conduct underlying the arrest if the conduct makes the person unfit for the position in question.
- F. A candidate for employment who has a criminal history record will be notified in writing that they may be excluded from employment due to criminal history. The candidate will be given an opportunity to provide additional information concerning their criminal history record to be considered as part of the assessment process. Information may include:
 1. Documentation showing inaccuracies in the criminal record;
 2. Any evidence related to the factors for assessment listed above;
 3. Evidence that they have performed the same type of work, since the incident(s) noted on the criminal history record, with no known incidents of criminal conduct;
 4. Rehabilitation efforts, including education and training;
 5. Employment or character references; and
 6. Whether or not they are bonded (if a bond is required for the job position with the City).

If the person does not provide additional information in a timely manner, the City will proceed with a determination with the information available to the City.

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- III.** The City will conduct a motor vehicle record review on a candidate for employment when driving is an essential job function of the position for which the person is being considered. The City will conduct annual motor vehicle record reviews for existing employees. The City will determine through the evaluation criteria for applicants, as set forth in its Motor Vehicle Standards, whether the person should be excluded from employment.

This policy applies to all employees, including all full-time and part-time employees, paid and unpaid interns, and temporary employees.

Nepotism is the showing of favoritism toward a relative. The City prohibits nepotism in hiring personnel or awarding contracts. In order to avoid the perception of favoritism and cronyism in government through interpersonal relationships and to prevent conflicts of interest arising as a result of defined relationships between employees this policy is enacted. Employment may be restricted when an applicant or current employee is related by blood (consanguinity) or marriage (affinity) to another City employee or official, or is a member of the same household of another City employee or official.

I. Definitions

- A. Nepotism – the practice of favoring, providing benefits to, or giving any workplace preference to, relatives over other employees.
- B. Relatives – Includes, but are not limited to, the first, second and third degree of consanguinity (blood), adoption; and the first and second degree of affinity (marriage). Common Law marriages as recognized by the state of Texas will also be included for purposes of this policy.

Consanguinity (Blood Relationships) and Adoptive Relationships

First Degree	Second Degree	Third Degree
Mother	Grandparent	Great Grandparent
Father	Grandson	Great Grandson
Son	Uncle	Great Granddaughter
Brother	Aunt	Great Niece
Sister	First Cousin	Great Nephew
	Niece	Second Cousin
	Nephew	

Affinity (Marriage Relationship)

First Degree	Second Degree
Wife	Brother-in-Law
Husband	Sister-in-Law
Son-in-Law	Spouse's Grandparent
Daughter-in-Law	Grandchild
Mother-in-Law	Step-Grandchild
Father-in-Law	Stepsister

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Stepmother	Stepbrother
Stepfather	Cousin-in-Law
Stepson	
Stepdaughter	

- C. Cohabitants – persons who live together in a relationship but are not married, nor are declared to be married.
- D. Roommates – supervisor and subordinate who share the same living quarters.

II. General Provisions

- A. Supervision: No City employee shall be regularly supervised directly by a relative, cohabitant or roommate. A City employee will not be transferred or promoted into positions that would cause them to be in a direct supervisor/subordinate relationship with a relative, cohabitant or roommate.
- B. Applicants: All external applicants for employment must, at the time of application and hire, disclose the name(s) of any relative(s) cohabitant(s) or roommate(s) serving as elected City officials or currently working for the City in any capacity. Nondisclosure of this information by an applicant shall be deemed as falsification of his/her application and shall result in non-consideration for a position or termination if the person has already been placed on the payroll. In the case of collusion, the current employee who is a relative, cohabitant or roommate may be subject to disciplinary action, up to and including, termination.
- C. Employees: When a relationship is created which is not allowed by this policy, the employees are in violation of this policy. The affected employees must inform their department Director of the relationship that violates this policy within five (5) business days of the creation of the prohibited relationship. Failure to disclose this policy violation to the affected Department Director(s) shall result in disciplinary action, up to and including, termination.
- D. Promotion/Transfers: all employees who are being considered for promotion or transfer to another position (whether in the same department or to a position in another department) must, at the time of the application for promotion or transfer, disclose the name(s) of any relative(s), cohabitant(s) or roommate(s) serving as elected City officials or currently working for the City in any capacity. Non-disclosure may result in disciplinary action, up to and including, termination.
- E. Conflict of Interest: Relatives, cohabitants or roommates may work in the same department, unless otherwise specified in SPECIAL CONSIDERATIONS. Under no circumstances may relatives, cohabitants or roommates permanently supervisor one another. Further, no relatives, cohabitants or roommates shall be placed in positions allowing for financial signature approval of any purchasing or payroll transactions for one another. In the case where business demands require indirect or temporary supervisor of relatives, cohabitants or roommates, the Department Director of the employee(s) is responsible for establishing a process

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of auxiliary review for the affected employee(s) to include review and signature authority over timesheets, purchase orders and any other action where a conflict could arise from the reporting relationship of relatives, cohabitants or roommates.

The hiring and promotion of relatives, cohabitants or roommates shall not be allowed, even in different departments, if that action creates a conflict, or the appearance of a conflict of interest for the City as determined by the City Manager. When any relationship through blood, adoption, marriage or cohabitation presents a conflict of interest for the City, the City reserves the right to take appropriate action to eliminate the conflict, which may result in disciplinary action being taken up to, and including termination.

- F. Recommendation for Hiring: A current City employee may not be involved in the hiring or selection of a relative, cohabitant or roommate.
- G. Disciplinary Actions: Supervisors may not participate in disciplinary decisions or appeals involving their relative, cohabitant(s) or roommate(s).

II. Procedures

- A. Employees who become relatives, cohabitants or roommates: When a relationship is created which is not allowed by this policy or a departmental rule, one of the employees must resign their position. The decision as to which employee shall vacate their position shall, initially, be left up to the affected employees. In all such situations, the following procedure shall apply:
 - 1. The affected employees shall disclose their potential violation to their Director, who will in turn, notify Human Resources.
 - 2. If determined to be a violation, the employees shall have 15 calendar days from the date of the policy violation to make a decision as to which affected employee shall vacate their position.
 - 3. The affected employees will have an additional 15 calendars days to vacate the position. If they fail to do this, the Director shall notify the employee with the least seniority, based on the most recent hire date, that they must vacate their position.
- B. Special Considerations
 - 1. SECTION 14.03 NEPOTISM of the City of Celina Charter states:

No member of the City Council, Mayor, or City Manager shall appoint, vote for, or confirm the appointment to any paid office, position, clerkship, employment or duty, any person, related within the second degree of affinity or within the third degree of consanguinity to any member of the City Council, Mayor, or City Manager, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. This provision shall not prevent the appointment, voting for, or confirmation of

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any person who shall have been continuously employed in any such office, position, clerkship, employment, or duty for at least thirty (30) days if the officer is appointed, or at least six (6) months if the officer is elected. When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, unless such action is taken with respect to a bona fide class or category of employees.

2. Designated Departments: There are some departments/positions within the City that, because of the nature of work conducted with all other positions in the City it is inappropriate for persons in these departments/positions to be related to anyone employed by the City in any capacity, by blood, marriage or cohabitation or roommate relationship. Within the City, these departments, divisions and positions include:
 - a. City Manager's Office
 - b. City Secretary's Office
 - c. Human Resources Office, including Risk Management
 - d. Financial Services, including Purchasing
 - e. The City reserves the right to designate additional departments/positions to those listed herein as necessary to prevent adverse impact on the work environment.
3. Department Directors: No relative, cohabitant or roommate of a department Director may be employed by the City after the effective date of this policy.
4. Grandfather Clause: Employees hired before the effective date of this policy, who are found to be in violation of this policy, shall be allowed to continue working in their current positions. No person shall be hired, transferred or promoted after the effective date of this policy whose continued employment with the City would create a new violation of this policy.
5. Preferential hiring: Preferential hiring consideration will be provided for those employees who must terminate under this policy. The City will endeavor to work with employees while they apply and/or interview for jobs. The employee(s) shall be required to provide advance notice to their supervisor prior to the date of such interview(s) or appointment(s) and to work with the supervisor on scheduling such absences. Preferential hiring consideration shall no longer be given to an employee who refuses a bona fide job offer.

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2.06 – Anti-fraternization

An individual shall not be appointed to a position if the appointment would create a close working relationship with another employee within the department or functional area that could affect the health, safety or welfare of the employees, the efficient departmental operations or the best interests of the organization. A supervisor-subordinate relationship is prohibited between two employees who married or cohabitating or involved in a romantic relationship.

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2.07 – Valid Driver's License and Certifications

- I. The City of Celina requires that every employee who operates a City-owned or leased vehicle, or who drives a privately owned vehicle while carrying out job duties, must maintain a current valid Texas driver's license and an acceptable driving record as determined by the City. It is the employee's responsibility to notify Human Resources immediately if their driver's license is not valid.
- II. Driving records will be checked prior to employment and periodically throughout the course of employment. Applicants and employee are required to provide the City with any authorization necessary for the City to perform such a check. Moving traffic violations will be considered and may result in failure to hire in the case of prospective employees, and may result in disciplinary action, up to and including termination, of an active employee. Each report will be reviewed and considered on a case by case basis.
- III. Additionally, as required by position, employee's may be required to hold separate licenses and certifications as necessary to complete their role with the City.
 - a. As a condition of employment and a continued condition of employment, it is the employee's responsibility to complete, obtain and maintain any certifications, licenses, and other requirements. Certifications and licenses are required to be obtained as designated by the Department Director.
 - b. Employment is contingent upon obtaining these licenses and certifications within a certain amount of allotted time, also designated by the Department Director.
 - i. If an employee fails to obtain and/or maintain these licenses and certifications, the employee can and will be subject to disciplinary action, up to and including termination.

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2.08 – Medical Examinations/Fitness for Duty

- I. The City of Celina endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of their position, either with or without reasonable accommodation. It is the policy of the City to require certain applicants and employees to be examined by a physician under certain circumstances described below. Medical examinations may also be used to ensure that employees remain in good physical condition in order to perform the demands of the job.
- II. The City Manager or Department Director with notice to the City Manager may require a person selected for initial appointment or reinstatement to undergo a medical (mental and/or physical) examination by one or more physicians designated by the City and at the City's expense. If a medical examination is required, the employment will be contingent upon successful completion of the medical examination and determination by the City that the person can perform the essential functions of the job with or without reasonable accommodation.
- III. The City recognizes that employees with potentially life-threatening and/or infectious illness or physical and/or mental disability may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, with or without reasonable accommodation, without creating an undue hardship, and medical evidence indicates their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

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2.09 – Separation of Employment

- I. It is the policy of the City of Celina to request advance written notice of an impending voluntary separation from all positions of employment within the City organization. Minimum notice is necessary in order to expedite employee out-processing and ensure a smooth transition without adversely affecting department efficiency.
- II. **Notice Requirements**
 - A. Department Directors and other top executives are requested to give twenty working days advanced written notice of separation.
 - B. Department mid-managers are requested to give fifteen working days' written notice of separation.
 - C. All other employees are requested to give ten (10) working days' advance written notice of separation.
 - D. Failure of an employee to provide the minimum notice requested could prohibit eligibility for rehire, negatively affect their receipt of terminal pay and cause the employee to be terminated immediately.
- III. **Types of Separation**
 - A. Resignation: Regular employees may leave City service by submitting a written resignation to their supervisor at least ten (10) working days in advance of their last day of employment. Generally, the City of Celina does not deem it in the best interest of the organization to accept an employee's withdrawal of a resignation. Once a resignation is tendered by the employee and accepted by the City, it may not be withdrawn unless the Department Director agrees. An employee may also give verbal resignation but it is not considered proper notice.
 - B. Job Abandonment: An employee is considered to have voluntarily resigned City employment if the employee fails to return from an approved leave of absence on the date agreed upon by the City and employee; or in situation where the employee fails to report to work without notice to the City for two (2) consecutive days or shifts (one (1) shift for fire shift personnel) without sufficient cause. Employees who abandon their jobs will not be eligible for rehire and it may affect their terminal pay.
 - C. Retirement: Full-time employees are afforded retirement under the Texas Municipal Retirement System (TMRS). Eligible employees may retire from City service in accordance with applicable programs. Service retirement through TMRS requires as much notice as necessary to properly process retirement paperwork but a minimum of ten (10) working days.
 - D. Involuntary (Disciplinary) Termination: Employees may be separated from the City for violation of City and/or departmental policies. Employee separated through involuntary termination are generally not eligible for rehire.
 - E. Failure of Introductory/Probationary Period: Employees who fail their introductory period may be separated from the City and generally are not eligible for rehire.
 - F. Failure to Maintain Minimum Job Requirements: Employees may be separated for failure to maintain or secure license(s) or certification(s) required as a condition for performing the job.

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- G. Resignation in Lieu of Pending Disciplinary Action/Discharge: A resignation because of pending or possible disciplinary action is considered separation for misconduct. Employees who resign in lieu of pending disciplinary action or discharge will not be eligible for rehire.
- H. Incapacity: Should an employee's abilities to perform the essential functions of their position, the Director should consult with the Director of Human Resources or their designee. If reasonable accommodations cannot be made and an employee is unable to perform the essential functions of their position with or without reasonable accommodation, the employee may be given a non-disciplinary termination due to business necessity with no appeal, subject to consideration of an ADAAA accommodation of continued leave and/or provisions of the worker's compensation policy.
- I. Death: When a City employee passes away, their estate receives all pay due and any earned and payable benefits as of the date of death.
- J. Reduction in Force: A reduction in force is a non-disciplinary decrease in the number of authorized positions. Whenever possible, the employee reduction from one department may be absorbed by transfers to suitable positions elsewhere. Such positions may not be at the same pay rate or grade. If the circumstances necessitate it, the City Manager, and Director of Human Resources will develop a reduction-in-force plan. Layoffs will be a result of business necessity, such as discontinuation in demand for service, technological changes and privatization. The plan will consider the following criteria in order:
 - 1. Department/Division goals
 - 2. Employee productivity
 - 3. Employee skills, knowledge and abilities
 - 4. Employee tenure
 - 5. When possible, the City will notify all employees impacted by a reduction-in-force no later than 60 days prior to the effective day. The City will allow reasonable time during the day/week for completing applications, attending interviews and the like.

IV. Exit Procedures

- A. Upon receiving a resignation, the supervisor should contact Human Resources and provide the resignation letter. The supervisor is responsible for completing any necessary paperwork, such as requisition to hire and personnel action form.
- B. In accordance with Federal Laws, the City offers eligible employees and their qualified dependents the opportunity for a temporary extension of healthcare coverage at the time of separation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The City utilizes a third-party COBRA administration provider who will notify the employee after their termination about their rights to elect coverage. The terminated employee is responsible for paying the costs associated with any such continuation of coverage.

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2.10 – Employment Categories

The City will maintain standard definitions of employment and will categorize employees in accordance with the following definitions.

- I. **Regular Full-Time Employees (RFT):** Employees who have successfully completed introductory period and are scheduled to work at least 40 hours per week or work period on a regular basis in a full-time budgeted position. RFT employees are eligible for all City group benefits.
- II. **Regular Part-Time Employees (RPT):** Employees who have successfully completed introductory period and are scheduled to work less than 40 hours per week or work period on a regular basis in a part-time budgeted position. RPT employees who work an average of a least 30 hours per week may qualify to participate in the City's health and dental plans.
- III. **Introductory Employees:** Introductory periods apply to employees who are newly hired or employees who have changed positions as a result of a promotion, demotion, or transfer. New hire employees will serve an introductory period of six (6) months and employees who have changed positions as result of a promotion, demotion or transfer will serve an introductory period of three (3) months. Introductory periods for public safety personnel may vary according to departmental needs. Seasonal and temporary employees do not serve introductory periods.
- IV. **Seasonal Employees:** Employees who work a specific number of hours per week during a specified work season normally no longer than six (6) months. The need for such positions usually recurs on an annual basis. Seasonal employees are not eligible for any City group benefits.
- V. **Temporary Employees:** Employees who are hired for a specific number of hours per week for no longer than 90 days. Temporary employees are not eligible for any City group benefits.
- VI. **Intern Employees:** Employees who work a specific number of hours per week during a specified work period normally no longer than six (6) months. Intern employees are not eligible for any City group benefits.

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2.11 – Re-employment

- I. Rehired employees are subject to the conditions of employment and benefits of a newly-hired employee, except where specifically stated otherwise. Individuals involuntarily terminated for disciplinary reasons are generally not eligible for rehire. Individuals terminated for non-disciplinary reasons, such as incapacity and other reasons outside of their control, may be eligible for re-employment. City of Celina retirees may be rehired into their former city position, or another vacant position for which they qualify, in a part-time or seasonal/contract labor capacity. Retirees hired as part-time or seasonal employees cannot work more than 999 hours per calendar year in a part-time or seasonal capacity without it affecting the TMRS benefits they are receiving.
- II. A former employee, excluding retirees, may be rehired into the same classification at the same rate of pay provided it has been less than one (1) year since they left employment. However, if a former employee is rehired into a lower position than the one vacated within one (1) year period, they shall be paid according to that job grade and not at the same rate of pay as prior to leaving the City.
- III. An employee, who resigned from City employment and submitted a written notice of resignation stating the date of departure and the reason for resignation, is eligible for rehire. The notice of resignation must have been submitted a minimum of ten (10) business days prior to the effective date. Employees who are not eligible for rehire will not be re-employed with the City unless the Director of Human Resources and the City Manager grant approval.
- IV. If a former employee is re-employed by the city within three (3) months of their separation date, they must repay their accrual bank in order to restore accrual and longevity levels/rates. If a former employee is re-employed by the City after three (3) months of their separation date, the new service date shall be used, accrual rates will begin anew, and no accruals shall be restored.
- V. An employee may return to City employment only two (2) additional times. Exceptions may be made with the Director of Human Resources and City Manager approval.

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2.12 – Promotions/Demotions/Transfers

- I. **Promotions** – Assignment of an employee from a position of one classification to a position in another classification having a higher position pay grade.
 - A. When a position vacancy occurs, an opportunity to promote may be explored consistent to the goal of filling a position with the most capable person available. An employee is encouraged to develop their qualifications and apply for vacant advancement opportunities for which they qualify. A hiring supervisor may promote from within and may first consider current qualified employees to fill a vacancy, unless outside recruitment is considered to be in the City's best interest.
 - B. An employee must meet minimum qualifications in order to be promoted. The candidate with the best combination of skill, past performance and suitability for the position will be selected. An employee selected for a promotion must provide the releasing department with at least two (2) weeks' notice before assuming the new position. If both departments are in agreement, the notice period may be increased or decreased. Promoted employees will be placed at the minimum of the new pay grade or receive a 5% increase, whichever is greater. Additional pay requested must be approved by the City Manager's office, however the employee's pay may not exceed the pay range for the position.
 - C. An employee may not be promoted if they are under administrative investigation; has been subject to discipline of a written reprimand or greater within the preceding six (6) months of the date of promotion; or if their most recent evaluation is below "meet expectations".
 - D. Directors must consult with Human Resources to discuss requests to place an employee above the minimum of the new pay grade to ensure consideration of internal equity issues. An employee promotion is conditional upon a successful introductory period.
- II. **Demotions** – Assignment, either voluntary or involuntary, of an employee from a position in one classification to a position in another classification having a lower pay grade.
 - A. Non-disciplinary demotion is the assignment of an employee from a position in one classification to a position in another classification having lower pay grade. An employee qualified to perform lower-level position duties may be approved for administrative demotion at his/her own request. An administrative demotion may be an alternative to a layoff or for another reason in the best interest of the City. Such a demotion shall not be considered a disciplinary action or disqualify the employee involved from being considered for later advancement. All demotions will result in a decrease in pay unless an exception has been approved by the City Manager's office.
 - B. Involuntary demotion is the result of less than satisfactory work performance or misconduct. Nothing in this section shall require the City to offer a demotion to employees in lieu of other disciplinary action, lay off or reorganization.

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III. Transfer is the assignment of an employee from one position to another position in the same classification grade.

- A. Transfers may be made administratively, upon request of the employee or in conjunction with an announced selection process. Human Resources shall review transfer requests.
- B. Directors may authorize a transfer between their divisions without opening the position internally or externally. Human Resources will coordinate said transfers.
- C. An employee shall be employed with the City for six (6) months or longer to apply for a transfer. An exception may be granted by the City Manager when such transfer is in the best interest of the City.
- D. A transfer is not allowed if an employee has been employed for less than six (6) months; the employee does NOT meet minimum qualifications for the position transferring to; is under administrative investigation; or if their last evaluation is below “meets expectations”.

IV. Reassignment/Reorganization

- A. It is the policy of the City for the reassignment of job duties at-will and without cause. Such reassignment of duties may result in an employee’s lateral transfer, reclassification or non-disciplinary demotion.
- B. A reassignment of duties may include the assignment of additional duties or the removal of certain duties from a position. Reassignment of duties that does not affect an employee’s classification may be made at the discretion of the employee’s supervisor.
- C. A reassignment of duties which results in an employee’s transfer to another department, reclassification or demotion shall be approved by Human Resources and the City Manager or their designee prior to any such reassignment.
- D. Any major department reorganization or changes affecting jobs within the department should be addressed during the preparation of the department’s annual budget. A significant reorganization of a department shall be approved by Human Resources and the City Manager prior to its implementation.
- E. Nothing herein shall be construed to prevent the assignment of higher-level duties or additional duties to an employee without additional compensations.

V. Interim/Acting Assignment – If a position is vacant or its regular incumbent is absent for an extended period of a least four (4) weeks, the Department Director with approval of the City Manager may authorize a temporary promotion to ensure the proper performance of city functions. Sworn Police and Fire personnel will be governed by State statutes.

- A. Department Directors may temporarily assign employees to higher-level positions in order to ensure continuance of work project, supervision, etc. Employees do not acquire any rights to the position they temporarily fill and may be returned to their former status and position at any time. Persons who have been temporarily assigned to a higher-paying position will be placed in an interim pay category effective after the 10th full work day of the change.
- B. Employees receiving interim pay must perform most all of the duties and responsibilities of the position being temporarily filled. Performing only some of

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the duties does not qualify an employee to receive interim promotional pay. Employees in acting positions will be placed at the minimum of the new position pay grade or receive a five (5) percent increase, whichever is greater, with the approval of the City Manager. Upon filling a position for which an employee was functioning on an acting basis, the employee shall return to their position and pay for action promotion shall cease. Acting positions will NOT be used to circumvent normal promotional procedures. The employee involved will not acquire any status or rights to the position to which temporarily placed, except as provided herein.

- C. City Manager approval is required for interim pay assignments.

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2.13 – Dual/Outside Employment

I. Outside Employment

City employees must recognize that the City is their primary employer. Employees may occupy only one (1) position within the City at any given time unless otherwise approved by the respective department Director and Human Resources. Approvals will be filed with the Human Resources department. For purposes of this policy, outside or self-employment includes a job, activity, or enterprise (including self-employment) that constitutes a form of employment or business outside the responsibilities of employment with the City.

- II. Employees may not accept outside or self-employment that conflicts with the effective performance of the employee while on duty with the City or conflicts in any way with the best interests of the City. City employees cannot contract with the City for services.
- III. An employee will not be covered by the City worker's compensation insurance while working for another employer or while self-employed except for law enforcement officers working within their official peace officer function. In addition, an employee on FMLA leave, sick leave, disability leave, workers' compensation leave, or an unpaid leave of absence, may not engage in outside or self-employment, as defined in this policy, unless expressly authorized by the City Manager.
- IV. Failure to notify Department Director and the Director of Human Resources of dual/outside employment and dual/outside employment that is deemed as a conflict of interest to the City, must cease immediately, and can result in progressive discipline, up to and including, termination.

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2.14 – Reference Policy

All relevant information of City employees will be given as a result of an official open records request or at the written request of the employee/former employee.

Regarding references, typically the information given will be the job title, the department/division in which the employee worked; their dates of employment; as well as eligibility for re-employment.

Information may be given to other persons if required by law. All requests for references will be referred to Human Resources and information should only be disseminated at the direction of Human Resources.

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2.15 – Performance Appraisal (Performance Check-In)

The intent of the City of Celina's performance evaluation (performance check-in) process is to provide sufficient opportunities for employees to receive fair, accurate and helpful performance feedback. The feedback received should assist employees in maintaining and/or improving good job performance and ultimately contribute to providing the best service possible to our citizens and customers, consistent with our core values. The performance evaluation (check-in) process serves as a management tool for making decisions regarding career development, succession planning, training, retention and compensation.

The performance evaluation (check-in) process is the ongoing action of setting performance expectations, coaching employees to reach those expectations, providing feedback to employees and then reviewing and recognizing those performance results.

Feedback discussions should occur throughout the year, in addition to the following formal evaluations for regular full-time and part-time employees.

I. Types of Performance Appraisals/Check-Ins

- A. **New Hire:** New employees to the City of Celina are considered introductory employees for six (6) months of continuous service. New employees will receive a formal performance evaluation/check-in after five (5) months of service and again on their one (1) year anniversary date. Sworn Public Safety employees should consult with their respective departments regarding introductory period of employment and performance appraisal. The introductory period serves as a formal opportunity to determine if a mutual fit exists between the employee and the organization. A decision to continue or end employment may be made at any time, by either the employee or the city, during or after completion of this period.
- B. **Promotion:** Promoted employees will be on three (3) months' introductory period. This three (3) month period serves as a formal opportunity to determine if the employee is a good fit with the new position assumed. A decision to continue or end employment may be made at any time, by either the employee or the city, during or after completion of this period. Promoted employees who fail introductory period may be offered their previous position if the position is available. If not, termination of employment may occur. Employees who have been promoted will receive a formal performance evaluation after three (3) months of service in their new position and again on their one-year anniversary date.
- C. **Demotion:** Employees who have been demoted voluntarily or involuntarily will be on six (6) months' introductory period. This six (6) month period serves as a formal opportunity to determine if the employee is a good fit in the new position. A decision to continue or end employment may be made at any time, by either the employee or the city, during or after completion of this period. Employees will receive a formal performance evaluation/check-in after five (5) months of service in their position and again on their one-year anniversary date.

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Chapter 2 – Employment

2.15 – Performance Appraisal (Performance Check-In)

- D. **Transfer:** Employees who have transferred will be on six (6) months' introductory period. This six (6) month period serves as a formal opportunity to determine if the employee is a good fit with the new position assumed. A decision to continue or end employment may be made at any time, by either the employee or the city, during or after completion of this period. Transferred employees who fail introductory period may be offered their previous position if the position is available. If not, termination of employment may occur. Employees who have transferred will receive a formal performance evaluation/check-in after six (6) months of service in the new position and again on their one (1) year anniversary date. An employee transferring from a position that he/she has worked in for at least six months will receive a performance evaluation prior to transferring to the new position.
- E. **Annual:** Regular full time employees will have a performance appraisal/check-in meeting annually during their anniversary/position month.
- F. **Mid-Year:** Employees that have successfully completed introductory period may receive a mid-year performance evaluation/check-in at the discretion of the City Manager's Office. The mid-year review is to obtain employee and supervisor feedback as well as to confirm or adjust goals and/or direction.
- G. **90 Day Re-Evaluation:** Employees receiving an overall performance rating of "Below Expectations" on their annual performance evaluation/check-in will generally be placed on a Performance Improvement Plan (PIP) for three (3) months. At the end of the three (3) month period, the employee will receive a formal re-evaluation of his/her performance. If an employee's performance "Meets Expectations" at that time, he/she may be eligible for a merit increase based on his/her overall performance rating and dependent on availability of funds. Failure to meet expectations at the conclusion of the three (3) month period will result in termination of employment.

A performance evaluation/check-in is not subject to appeal or grievance. However, if an employee disagrees with any portion of the evaluation, he/she may provide a written statement to be attached to the evaluation.

An employee on a Leave of Absence at the time formal performance evaluations are done will receive a performance evaluation within two weeks upon his/her return to work.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

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Chapter 3 – Personnel Records

3.00 – Official Personnel File

- I. Personnel records of present and former employees are kept in the Human Resources Office. The personnel file is a complete record of an employee's application, physical reports, correspondence, performance evaluation ratings, and changes in official status, such as salary changes, promotions, and transfers.
- II. In order for the personnel folder file to remain current, the Department Director and work unit supervisor shall submit, to the Human Resources Department, a notice or copy of all actions relating to an employee's status such as, commendations, reprimands, performance evaluations, etc. Department/Division Directors shall inform the Human Resources Department if any other records are kept by the Department/Division(s) on its employees. Departments are not permitted to keep any separate personnel or redacted files on any employees. The Police Department can maintain separate TCOLE files for its departmental employees. NOTE: All personnel records, no matter where they are maintained, are subject to the Texas Public Information Act, subpoenas, and other court orders.
- III. The Human Resources Department will maintain personnel records of each active employee. Records will also be maintained on inactive employees for not less than the period required by law. An employee's records are available for inspection in the Human Resources Department by the employee, any individual authorized by the employee, his/her immediate supervisor, Department Head or designee. The Human Resources Department will not release personnel records to individuals or agencies outside the City unless it is required by law.
- IV. An employee who wishes to review the contents of his or her personnel file may do so (but may not remove any of the contents from the file) in the Human Resources Department. Under no circumstances will the file be removed from the Human Resources Office by the employee, and the employee shall not remove any file contents.
- V. Employees are responsible for notifying the Human Resources Department whenever there is a change in name, address, telephone number, marital status, number of dependents, military status, person to notify in case of an accident, or beneficiary assignment of any employee benefit plan so as to keep personnel files up-to-date.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA

PERSONNEL POLICIES

Chapter 3 – Personnel Records

3.01 – Employee Privacy

- I. Employees do not have any expectation of privacy as it relates to their office, work space, desk, City vehicle, locker, purse, backpack, or carrying case. Inappropriate or illegal items should never be brought to the work place. The City reserves the right to monitor all city-owned communication systems. The City reserves the right to monitor all correspondence conducted on a City-owned computer or any other type of electronic device capable of transmitting data, voice, and/or video.
- II. **Employee Privacy**
 - A. Human Resources shall establish procedures necessary to preserve the privacy of employee information as required by applicable state and federal legislation. Access to privileged or confidential employee records shall be based on the need to know as determined by the Director of Human Resources.
 - B. The Texas Public Information Act permits an employee to determine whether the public shall have access to his/her information such as home address and social security number by submitting the Public Access Authorization form. The following information is a matter of public record under the Texas Public Information Act and, upon official request, will be released for public inspection from an employee's official personnel file:
 1. Name
 2. Date of original employment or appointment to the city service, or if applicable, last day worked
 3. Current position title
 4. Current salary
 5. Department to which the employee is currently assigned
- III. Employees may have access to their own personnel file for the purpose of inspection, review, and duplication during normal business hours. Supervisors may review their employees' or prospective employees' personnel files during normal business hours.
- IV. **Personnel File Review**
 - A. Upon proper request, the Human Resources Department will, during normal office hours, allow third party access to information contained in personnel files. All files will be reviewed in the presence of a Human Resources Department representative. No document may be removed, entered, or copied without prior permission of the Director of Human Resources or designee.
 - B. Requests for other information by third parties must be requested in writing with a signed release by the employee. Official open records requests do not require written release from the employee. The Human Resources Department will release documents in accordance with the requirements of the open records requests law, (Texas Public Information Act), other laws governing the release of personal information and in consultation with the City Attorney's Office.

CITY OF CELINA

PERSONNEL POLICIES

Chapter 3 – Personnel Records

3.02 – Confidentiality of Records

- I. Federal law, including the ADA/ADAAA and HIPPA, requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. The Human Resources Department maintains these confidential medical files.
 - A. Examples of information that may be provided to the City by an employee's health care provider, and maintained in the confidential medical file, include:
 1. a note to justify a medically-related absence;
 2. a note to request leave for medical purposes;
 3. a note to verify the employee's ability to return to work;
 4. a note to verify the employee's completion of a wellness program related activity;
 5. medical records to support a claim for sick pay or disability benefits insurance records; and
 6. Workers' compensation records.
 - B. It is important that employees understand that the records are confidential, but that the confidentiality may be limited when certain medical disclosures are necessary, i.e., FMLA, ADA/ADAAA and worker's compensation. When an employee provides medical information to their supervisor, the supervisor shall disseminate the information to the Human Resources Department and only on "as needed" basis to other members of management. The Human Resources Department is the point of contact to receive medical information, to ensure confidentiality is maintained.
 - C. In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information as well as their co-workers' family medical information. Employees are required to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence. Employees should not speculate about medical conditions of other employees or their family members, and may not publicly discuss another person's medical information.
- II. **Confidentiality of Records**
 - A. Except in cases where information contained in personnel files is required to be disclosed under the Texas Public Information Act, or unless otherwise provided by law or this manual, personnel records and employee's files will be considered confidential. All documents and information submitted during the employment process and during employment are the property of the City of Celina.
 - B. Medical records and drug test results will be maintained in separate confidential files from an employee's regular personnel file. Access to these records is limited to those persons who have a need to know the information relative to the employee's job. HIPAA Privacy Rules will apply as applicable.

CITY OF CELINA

PERSONNEL POLICIES

Chapter 4 – Employee Benefits

4.00 – Medical, Disability, Life Insurance, Continuation of Coverage

- I. The City provides comprehensive medical, dental and life insurance plans for its full-time employees, retired employees and eligible dependents of such active and retired employees. Because of frequent changes in the law and because of the size and complexity of the Medical, Dental and Life plans, employees are to refer to the Employees Benefits Booklet, which is maintained and distributed by the Human Resources department. The summary provided is only to inform employee of the general benefits and procedures in a more concise manner. The terms of coverage are subject to periodic revision and questions employees may have are referred to the Human Resources department.

II. Plans, Enrollment and Plan Year

A. Enrollment and Plan Year

Employees may enroll in the group health plans and other benefit programs upon hiring with the City after a designated waiting period. Plan years for group health plans are administered by Human Resources and are on a calendar-year basis beginning January 1st and ending December 31st. Open enrollment for an upcoming year is determined by Human Resources and employees will receive notice of the open enrollment period each year. Once elections have been made to participate, not participate or to change elections and have been submitted to Human Resources, no change or revocation may be made in the election except in the case of a qualifying event as defined by the U.S. Internal Revenue Code.

B. Group Health Plans

1. Group Health Plan

The City Offers coverage in a choice of group medical plans to full-time employees, retired employees and eligible dependents. The City may subsidize a portion of the monthly premium. The percentage of subsidy varies between the plans and is subject to change.

2. Group Dental Plan

The City offers coverage in a choice of group dental plans to full-time employees, retired employees, and eligible dependents.

3. Group Life Insurance and Accidental Death and Dismemberment (AD&D) Coverages

- a. Group Life and AD&D – Full-time employees are enrolled in the City Group Term Life Insurance and AD&D Plan at no cost to the employee.

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Chapter 4 – Employee Benefits

4.00 – Medical, Disability, Life Insurance, Continuation of Coverage

- b. Optional Life and AD&D – Employees may opt to elect additional term life insurance. The cost of additional term life insurance is deducted from the employee's paycheck.

III. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

- A. COBRA became effective April 7, 1986. Through COBRA, City employees and their dependents, who are currently enrolled in qualified group benefits, are afforded an opportunity to extend those benefits at a percentage of the premium, which is subject to change, in situations by which the benefits coverage would otherwise end. The length of COBRA varies depending on the nature of the qualifying event but could range between eighteen (18) and 36 months.
- B. COBRA continuation coverage can become available to the employees and their families when group health coverage would otherwise end. COBRA is continuation of plan coverage when it would otherwise end because of a life event, also called a "qualifying event". After such an event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary". Under COBRA, qualified beneficiaries who elect COBRA continuation coverage must pay for said coverage. COBRA continuation coverage is temporary coverage that generally lasts eighteen (18) months due to qualifying events. Certain qualifying events may allow the benefit to extend up to thirty-six (36) months.

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CITY OF CELINA

PERSONNEL POLICIES

Chapter 4 – Employee Benefits

4.01 – Retirement/Social Security and Medicare/Deferred Compensation

- I. The City of Celina participates in TMRS, which provides retirement benefits to eligible employees.

A. Eligibility for Enrollment

At the time of employment, all eligible employees are enrolled in TMRS. Participation by every regular full-time employee and regular part-time employees who work more than one thousand hours in a year is a condition of employment.

- B. Contributions - Contribution rates and other policies of the City's TMRS Plan are determined by the City Council and are subject to change. Currently, the employee contributes seven (7) percent of his/her earnings each pay period. The contributions are tax deferred and made through payroll deduction. The City matches employee contributions at a rate of two-to-one.

II. **Benefits at Retirement**

- A. Generally, employees may retire after twenty (20) years of TMRS service credit, regardless of age. Previous government employment may contribute service credit toward earlier retirement.
- B. TMRS benefits will be based on years of service, salary, the employee and City contributions to the account, and the retirement option selected.
- C. Employees should contact the Human Resources Department at least 30 days before the planned retirement date to allow for completion of necessary paperwork.

- III. All full-time City employees are automatically enrolled in the Texas Municipal Retirement System (TMRS), which is administered in accordance with the TMRS Act, Subtitle G, Title 8, Government Code of Texas, as amended. For information regarding their terms and conditions, employees are referred to the TMRS website, www.tmr.org.

IV. **Social Security**

The City participates in the Social Security system and federal law establishes benefits through the Medicare system. Social Security and Medicare costs are automatically deducted from the employees' checks.

V. **Deferred Compensation Program**

- A. "Deferred compensation" is a method which allows employees to shelter a portion of their income from income taxes by taking that income out of peak earning years, when taxes are normally at their highest, and investing it to provide additional income during retirement years, when most people traditionally earn less, and are taxed at proportionally lower levels. In essence, when properly orchestrated, deferred compensation has the effect of minimizing an employee's lifetime tax liability.

CITY OF CELINA PERSONNEL POLICIES

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Chapter 4 – Employee Benefits

4.01 – Retirement/Social Security and Medicare/Deferred Compensation

1. Section 457 of the Internal Revenue Code allows public employees participating in approved plans to defer earnings not to exceed a set amount in accordance with IRS rules and regulations, which are subject to change.
2. Additional catch-up contributions may also be allowed. These contributions are governed by IRS rules and regulations and, therefore, subject to change.
3. Information regarding the available deferred compensation plan providers and plan options, employees may contact the Human Resources Department.

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Chapter 4 – Employee Benefits

4.02 – Employee Assistance Program

The City of Celina is committed to helping employees and their dependents cope with personal difficulties that could adversely affect employees' work performance, productivity and/or conduct on and off the job by providing an Employee Assistance Program (EAP). This policy supports the City's commitment to support a healthy, family-oriented work environment and a values-based culture where we help and support one another.

The purpose of the EAP is to assist employees in identifying on- or off-the job personal or behavioral problems that are adversely impacting their work performance and productivity. The EAP provides free counseling and referral assistance for City of Celina employees and dependents by offering counseling services for alcohol and drug abuse, marital and relational problems, psychiatric and emotional illness, financial and legal difficulties, and a wide range of other issues.

All persons employed by the City, including those individuals on a full-time, part-time, seasonal, or temporary basis, are eligible to access the EAP. Employees and dependents may access the EAP via a toll-free number, supplied by the City's EAP vendor, 24 hours a day, 7 days a week.

Utilization of EAP program services will not result in any special privilege or exemptions for established City policies related to job performance or affect the at-will status of employment.

I. Types of Referrals

- A. Voluntary Self-Referral: Employees may obtain information about the City's EAP from their Department or they may contact Human Resources. An employee may voluntarily contact the City's EAP at any time for assistance. This self-referral can be completely of his/her own initiative. The self-referral can also be a response to informal suggestions by supervisors. In most cases, appointments are available after normal working hours or on weekends. If appointments are necessary during normal work hours, the time may be charged to accrued sick leave. If sick leave is not available, employees may use other paid leave time available or use time off without pay. Information regarding the reasons employees are seeking assistance through the EAP is strictly confidential. Supervisors should not ask what the reasons are, and if an employee volunteers any information, it must be treated confidentially.
- B. Job Performance Referral: A job performance referral by the supervisor generally occurs in conjunction with some form of disciplinary action. If a supervisor feels that he/she should refer an employee to the City's EAP, he/she should first review the facts with the Director of Human Resources or designee. Upon agreement that a job performance referral to the City's EAP is the appropriate action, the Director of Human Resources or designee will contact the EAP with the initial information that the employee has been encouraged to contact the EAP within 24 hours. The supervisor should then tell the employee that he/she is encouraged to contact the EAP within the 24-hour time period to schedule an appointment. Scheduled appointments during work hours for the assessment visits and follow up treatments should be recorded as time worked. An employee should not have

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Chapter 4 – Employee Benefits

4.02 – Employee Assistance Program

his/her time docked for job performance referred assessment appointments. Although case specific information will be treated confidentially, the EAP will keep Human Resources apprised of employees' general progress, such as whether they have attended scheduled meetings and are cooperating, and whether they are attempting to resolve the issues adversely influencing their work performance. If job performance does not improve, the supervisor may continue the disciplinary process, whether or not the employee contacted the EAP.

- C. Fitness for Duty Referral: On occasion, fitness for duty assessments may be required. Supervisors should work with their department Director and Human Resources to determine the specific course of action in each case.
- D. Family Violence Referrals. The City of Celina recognizes the impact of family violence on the workplace. As such, we are committed to heightening awareness of family violence and providing guidance to employees and management to address the occurrence of family violence. Referral assistance is also available to employees for these situations through the Celina Police department. Time needed away from work to deal with such issues including the length of absence(s) will be determined on a case by case basis between the employee and the supervisor. Paid leave options should be explored first.

II. Critical Incident Crisis Response

- A. The City of Celina may experience a critical incident or trauma in the workplace that can affect the emotional health, morale and productivity of employees and management. These events can range from an accidental death or suicide of a co-worker to a natural disaster, such as a hurricane; or a drastic reduction in force. All of these events can cause a great deal of psychological, mental, physical and emotional stress.

III. Records of EAP Referral/Use

- A. All records pertaining to the EAP will be treated with a high degree of confidentiality. Any information released will be clearly defined as confidential and will be released only under the following circumstances:
 - 1. When the EAP counselor determines that there is a clear and imminent risk to the employee or to the community. Clear and imminent risk includes, but is not limited to an individual who is actively suicidal, an individual who is like to physically harm another person, and/or an individual whose ability to function on the job is so substantially impaired that the individual presents a serious risk to the community;
 - 2. When and to whom it is required by judicial order or when required by legal proceedings;
 - 3. As required by law to appropriate authorities in cases involving child abuse;
 - 4. To Human Resources staff and the employee's supervisors on a need to know basis when a referral was mandatory; and
 - 5. To others with written consent of the employee.

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Chapter 4 – Employee Benefits

4.03 – Worker’s Compensation

The City provides workers compensation coverage to all employees for job-related injuries or occupational illnesses suffered by employees while acting in the course and scope of their position. For more information regarding workers’ compensation procedures, contact the Human Resources department.

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Chapter 4 – Employee Benefits

4.04 – Requests for Accommodation (ADA/ADAAA)

To ensure compliance with the Americans with Disabilities Act of 1990, as amended (ADAAA), The City offers equal employment opportunities to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

- I. The City will employ and will not discriminate against persons with a disability or regarded as having such impairment as defined by the ADAAA. The following definitions shall be applicable to this policy:
 - A. Disability shall mean with respect to an individual:
 1. with a physical or mental impairment that substantially limits one (1) or more major life activities of such individual;
 2. with a record of such an impairment; or
 3. being regarded as having such an impairment.
 - B. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effectiveness of mitigating measures such as:
 1. medication, medical supplies, equipment;
 2. use of assistive technology.
 3. reasonable accommodations or auxiliary aides or services; or
 4. learned behavioral or adaptive neurological modifications.
- II. The City prohibits discrimination against a qualified individual on the basis of disability. The City will not deny employment opportunities on the basis of the need to provide reasonable accommodation for the individual's physical or mental impairments unless it would cause an undue hardship to the City or constitute a threat to the safety of the disabled person or other persons. Individuals with disabilities requiring accommodations should notify the Director of Human Resources. The City requests sufficient notice, when possible, to give time to arrange the accommodation.
 - A. The City will make every reasonable effort to insure that facilities and hiring procedures are accessible to all persons who wish to make application to the City for employment. The City desires that all accommodation requests by applicants be made in writing outlining
 1. the position being applied for;
 2. the accommodation being requested; and
 3. the suggested accommodation alternative and tools necessary to complete the application process.
 - B. All accommodation requests made by applicants who are otherwise qualified individuals, will be referred to the Director of Human Resources for consideration. Reasonable accommodations will be provided as long as they do not place an undue burden on the City.

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Chapter 4 – Employee Benefits

4.04 – Requests for Accommodation (ADA/ADAAA)

- III. If the City receives any medical information about an employee, it shall be forwarded confidentially to the Human Resources Department, which will maintain a confidential medical records file for each employee. Medical records include any document where details are supplied. Such medical records files shall be secured, both physically and electronically, and kept separate from the employee's personnel file. Access to the confidential medical records files shall be limited except on a "need to know" basis.
- IV. Employees/Applicants who have a disability and are in need of accommodation should report such need to the Human Resources Department. The Human Resources Department will work with the employee/applicant in an interactive process of questions and responses in order to determine if accommodation is possible.
- V. Employees, who have a complaint regarding potential violations of ADAAA including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately report such complaint to the Human Resources Department. Such employees shall not be subject to retaliation for requesting accommodation or because of complaints about the denial of reasonable accommodation.

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Chapter 4 – Employee Benefits

4.05 – Education/Tuition Assistance

I. Statement of Purpose

- A. The Tuition Reimbursement Program is to provide an opportunity and an incentive for employees to increase their individual level of education and expertise in their related job duties, thereby enhancing their job skills and degree of professionalism and subsequently improving the ability for staff to provide continued quality service to the community. The City makes this investment in the employee with the expectation that it will improve the employee's productivity and that the employee is committed to continued employment with the City.
- B. Participation in the Tuition Reimbursement Program is subject to availability of funds in the City's annual operating budget and prior written approval of the Department Director and Human Resources Director. Participation in the Tuition Reimbursement Program is a privilege of employment, not a right. Therefore, participation in the program is subject to approval and is not guaranteed for any employee. Only full-time employees are eligible for tuition reimbursement after successful completion of their new hire introductory period. Employees who have been placed on a Performance Improvement Plan are not eligible for tuition reimbursement until successful completion of the Performance Improvement Plan.
- C. The Tuition Reimbursement Program is for college courses for Associates, Bachelors or Master's degree plans. The program is NOT for certifications.

II. Course Eligibility

- A. The City of Celina may provide assistance when the courses or employee's degree programs meet one or more of the following criteria:
 - 1. Relates to current job duties;
 - 2. Provides new knowledge and skills to enhance job performance and/or support the City's mission;
 - 3. Are required for a job-related degree program;
 - 4. Enhances the City's ability to respond to current and future needs; or
 - 5. Supports the documented "Employee Development Plan" sections of the employee's Performance Evaluation.
- B. Individual courses outside of the degree plan, which are directly related to the employee's present or potential position with the City, may be considered for tuition reimbursement under this plan on a case-by-case basis, with the final determination on written approval made by the Human Resources Director.

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Chapter 4 – Employee Benefits

4.05 – Education/Tuition Assistance

III. Guidelines

- A. The City of Celina will reimburse the employee 100% of state tuition, laboratory, and registration fees. Tuition reimbursement will only be granted for courses taken at or through an accredited university and which is part of an approved degree plan. For courses taken at a private school, the employee pays the difference in the tuition rates between the average rates for state schools within the region, as determined by the Human Resource Director, and the private school.
- B. Other fees and education expenses to which this tuition reimbursement does **not** apply includes, but are not limited to:
 - 1. Books;
 - 2. Courses in which no credit is assigned;
 - 3. Courses repeated for purposes of raising a grade level;
 - 4. Testing fees;
 - 5. Extended Payment fees;
 - 6. Parking Fees; or
 - 7. Returned Check fees.
- C. If a course is subsidized by another source (i.e. veteran's educational payments, scholarships, and grants), tuition reimbursement is limited to those costs not covered by the other source(s).
- D. Employees enrolled in GED courses are eligible for reimbursement for 100% of the GED review course and 100% of the GED exam fee. GED review course and exam fee will only be paid once per employee.
- E. Those employees who cease employment with the City prior to completion of the course are ineligible for the tuition reimbursement benefit.
- F. If the employee does not maintain employment with the City for two years after reimbursement for the course(s), the employee will be required to repay, at the time of termination of employment, the tuition and fees that were reimbursed by the City according to the scale below. Human Resources will be responsible for tracking if any tuition reimbursement money is due upon termination of employment. Reimbursement amounts may be deducted from an employee's final paycheck with the City.

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Chapter 4 – Employee Benefits

4.05 – Education/Tuition Assistance

Length of Time at Separation	Employee Obligation
Termination after 0 months and before 1 year of course completion	Pay 100%
Termination after 1 year and before 2 years of course completion	Pay 75%
Termination after 2 years and before 3 years of course completion	Pay 50%
Termination after 3 years and before 4 years of course completion	Pay 25%
Termination after 4 years of course completion	Pay 0%

- G. The time expended by the employee involved in a course approved under this plan shall not be considered as "on-duty" time. Expenses related to travel, meals, or lodging are the cost of the employee and are not considered for reimbursement under this plan.
- H. Course work usually is completed during hours of leave without pay or on the employee's own time. However, adjustment of hours or the use of accrued compensatory time or annual leave may be arranged if the Department Director can certify that the work of the unit will not be impaired as a result. However, that is to be the exception and not the norm and course work will be completed outside of normal work hours.
- I. This plan is not related to courses, seminars, conferences and similar training sessions that are required, offered, or paid by the City.

IV. Procedures

A. Request for Budget Approval:

Employees must submit a written estimate of their tuition reimbursement expenses to Human Resources, through their Director, in prior to the fiscal year in which they will attend the course(s). If an employee submits for tuition reimbursement for courses that were not submitted within the deadline, reimbursement may or may not be granted depending upon the availability of funds in the City's annual operating budget and approval by the Department Director and Human Resources.

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Chapter 4 – Employee Benefits

4.05 – Education/Tuition Assistance

B. Request for Course Approval

1. Tuition Reimbursement Approval Form must be completed and approved prior to registration for courses and implementation of work schedule changes.
 2. The Department Director will recommend approval or disapproval for the tuition grant. If the Department Director approves course(s) for possible reimbursement, he/she must indicate the reason the course is directly related to the duties of the employee's position. Furthermore, if the Director recommends disapproval for the tuition reimbursement, the reason for such disapproval should also be indicated. The Department Director will then forward the form with his/her decision to the Human Resources Department and City Manager for final review.
 3. The employee will pay the initial tuition and related costs in advance and will be granted reimbursement only after the grade has been received. A grade level of "C" or better for an undergraduate course is required for reimbursement. A grade point average of "B" or better for a graduate course is required for reimbursement. Courses graded by "pass/fail" will be reimbursed only if the course uses the "pass/fail" as a mandatory grading requirement and a "pass" grade is received. Such reimbursement is based on the employee's official school grade report or transcript.
- B. After completion of the course, the Tuition Reimbursement Request Form, itemized tuition and fee receipt and grade report must be submitted within 45 calendar days of completion of the course for approval by Human Resources. Failure to submit the appropriate documents within the time limit indicated may result in denial or delay of the tuition reimbursement for the course.

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Chapter 5 – Leaves

5.00 – Sick Leave

I. Purpose

- A. The purpose of this policy is to establish uniform guidelines for the accrual, use and payout of sick leave. Sick leave is paid time away from work to provide income protection for an employee who-
- B. is unable to perform his/her job due to an illness or injury;
- C. Must miss work to care for an immediate family member who is ill or injured; or
- D. Needs time away from work for visits to a professional healthcare provider, for him/herself or for a family member, which cannot be reasonably scheduled outside of normal work hours.

II. Eligibility

- A. Only regular full-time employees are immediately eligible to accrue sick leave.
- B. Part-time, seasonal and temporary employees are ineligible to accrue or use sick leave.

III. Accrual

- A. Timing. Sick leave accrues at the rate of 1-day per continuous month of service for full time employees for a total of 12 days per year.
 - 1. Employees who begin employment before the 16th of the month or who leave employment after the 15th of any month shall earn sick leave credit for the month.
 - 2. Employees who begin employment on or after the 16th or who separates on or before the 15th shall not earn sick leave credit for that month.
- B. Rate. Sick leave accrual is as listed in the table below. The rate of accrual varies according to the employee's classification as follows:

Regular Full-time Employees	12 days per year
Fire Shift Personnel 24/48 cycle	12 days per year
Police Shift Personnel	12 days per year

- C. Termination/transfer. Accrual of sick leave is unlimited until the employee is terminated or is transferred to a position which is ineligible for paid sick leave, at which point the accrual ceases and the employee's sick leave balance is paid out according to the schedule maximums below.
- D. Part-time to full-time. An employee transferring from a regular part-time position to a regular full-time position or vice versa shall retain the balance of sick leave already accrued, but shall begin to accrue sick leave at the rate applicable for the new position.
- E. Fire personnel. Certified Fire personnel shall accrue sick leave according to the rate applicable to their regular shift assignment as indicated by the schedule above; the accrual rate changes on the effective date of a new shift assignment.

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IV. Usage

- A. After one month. An eligible employee may use accrued sick leave after the completion of one (1) full month of employment unless a part of an accommodation under the ADAAA. If sick leave is exhausted, vacation may be used for additional time off needed.
- B. Departmental procedures. To be authorized for leave under this policy, an employee must notify the appropriate supervisor according to the procedures adopted by their department.
 - 1. Each department shall establish and communicate to employees procedures for scheduling/reporting the use of sick leave for both foreseeable and unplanned absences.
 - 2. With respect to this policy, an unplanned absence is one that was not scheduled and approved by the employee's supervisor prior to the day of the absence.
- C. Unplanned absence. In the event that an employee must miss work due to an unexpected illness/injury, s/he should notify the designated supervisor prior to the start of the shift (or as soon as is reasonably possible) and according to the notification procedures adopted by the department but no less than one (1) hour to the start of their shift. Failure to report in will cause an employee's absence to be charged to leave and regarded as a no call/no show.
- D. Foreseeable absence. If an absence is foreseeable, such as a doctor's appointment, the employee shall schedule it so as to not unduly disrupt departmental operations and to give supervisors as much advance notice and flexibility in scheduling as possible.
- E. Failure to comply. An employee who fails to comply with departmental procedures for the notification and scheduling of sick leave may be denied paid sick leave and subject to disciplinary action, up to and including, termination of employment. An employee on sick leave found to be engaged in activities in direct conflict with the purpose of this policy, including outside employment or self-employment, may be denied compensation for the leave and subject to disciplinary action up to and including termination of employment.
- F. Time keeping. Use of sick leave will be recorded on the same basis as time worked and subject to a daily limit corresponding to the number of hours the employee is regularly scheduled to work.
- G. More than 3 days. In the event that an employee will be or has been absent for *more* than three (3) consecutive work days (or one (1) shift for firefighters) for reasons covered under this policy, they will contact the Human Resources Department as soon as possible to determine whether the absence should be designated as a leave under the Family and Medical Leave Act (FMLA).
 - 1. Supervisors are also responsible for notifying the Human Resources Department of any leave of absence exceeding three (3) consecutive work days or that might otherwise qualify for FMLA leave.
 - 2. An employee who will be absent for more than three (3) consecutive

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work days shall notify the designated supervisor of his/her expected return-to- work date as soon as is reasonably possible and prior to the date of return.

- H. Illness on vacation. An employee who becomes ill or who is injured while on vacation leave may request that the vacation leave be ended and the illness or injury time be converted to sick leave, if available.
- I. Absenteeism or misuse. While sick leave is intended to be a form of income protection, it does not provide job protection, except when used in conjunction with FMLA leave.
 - 1. An employee who is habitually absent from work for any reason, other than for an authorized leave of absence under the FMLA, ADAAA or workers' compensation, may be subject to disciplinary action and/or loss of employment.
 - 2. The department Director shall determine what constitutes excessive absenteeism on a case-by-case basis, taking into account the reasons for the absences and the degree to which they disrupt departmental operations.
 - 3. What constitutes excessive absenteeism for an employee in one job classification may be different than for an employee in another job classification.
 - 4. Excessive use, misuse or abuse may be evidenced as follows, but is not limited to these examples:
 - a. misrepresenting the need for use of sick leave.
 - b. falsifying or altering healthcare provider notices, reports releases or other such physician documentation.
 - c. evidence of a pattern of sick leave usage, such as frequently using sick leave before/following holidays, weekends, etc.
 - d. Using leave on days that evidence a pattern
 - e. taking excessive leave (such as an entire day for an appointment).
 - f. using sick leave as it is accrued, thereby having no accumulation.
 - g. performing secondary work while on sick leave.
- J. Last day of employment. Terminating employees shall not use sick leave in the last two weeks of employment unless providing a doctor's certification of the need for leave and/or unless the employee is using sick leave for approved FMLA leave or as a provision of ADAAA.
- K. Family member. Under this policy, an immediate family member is the employee's father, mother, sibling, spouse, child/stepchild, or in-law. In the event of a life-threatening illness or injury of an employee's family member who does not meet the definition of "immediate family," the department Director

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may allow the employee limited use sick leave as they deem reasonable under the circumstances.

V. Leave Substitution

- A. FMLA. Time away on sick leave due to an event that qualifies for leave under the Family and Medical Leave Act (FMLA) will be deducted from both the employee's sick leave balance and their balance of available FMLA leave. The employee may also be required to use other paid leave if s/he does not have enough sick leave to cover the FMLA absence.
- B. Non-FMLA. An employee lacking enough accrued sick leave to cover an absence under this policy which is *not* subject to the FMLA, may request to substitute other paid leave or to be placed on a leave-without-pay status. The substitution of other paid leave is not automatic.
 1. Any leave substitution must be approved by the department Director or designee, who will consider whether to-
 - a. Approve the use of other paid leave;
 - b. Authorize a leave without pay; or
 - c. Take other administrative action to mitigate the negative impact of the employee's absence(s).
 2. Approved paid leave substitutions shall be subject to the following order:
 - a. Vacation leave
 - b. Holiday leave
 - c. Compensatory time
- C. FLSA. The provisions of this policy apply to employees whether classified as exempt or nonexempt from the minimum wage and overtime requirements of the Fair Labor Standards Act (FLSA), in accordance with the rule found at 29 CFR Part 541.710 and pursuant to the City of Celina's general policy of public accountability. All employees shall account for any absences subject to the application of this policy according to the manner described herein.
 1. Exempt employees should substitute paid leave or leave without pay for any absence which causes hours worked to be less than eighty (80) in a pay period.
 2. Nonexempt employees must substitute paid leave or leave without pay for any absence which causes hours worked to be less than normally scheduled for any designated work period, which is generally 40 hours in a seven-day work period.
- D. Donations. Employees who have exhausted all paid leave and face the possibility of a leave of absence without pay due to an illness/injury may request donations of leave from other employees under the City's Catastrophic Leave policy.

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VI. Documentation

- A. Return-to-work release. An employee returning from a sick leave absence for their own illness/injury in excess of three (3) consecutive workdays will be required to submit a return-to-work release from the employee's doctor indicating that the employee has recovered enough from their recent illness/injury to perform the essential functions of their position with or without accommodation. The employee may also be required to take a physical ability test if such a test is normally required for placement in the job. Both the return-to-work release and a passing score on the physical ability test (if required) must be submitted to the Human Resources Department before the employee may resume regular work duties.
- B. Proof of Illness/Injury. A department Director may, at their discretion, require satisfactory proof of illness/injury if they suspect fraud or misuse of leave for absences not authorized under the FMLA, ADAAA or workers' compensation leave. Departmental requests for medical documentation to support the use of sick leave shall be processed by the Human Resources Department. Employees are encouraged to request and retain evidence of health care office visits/treatment related to sick leave absences in the event that absenteeism or apparent misuse of sick leave becomes a matter for investigation and/or disciplinary action.
- C. For FMLA, ADAAA or Workers' Compensation. For absences authorized under FMLA, ADAAA or workers' compensation, the Human Resources Department will request documentation to support the need for absence and/or the return to work. All such requests will be made in accordance with applicable laws and regulations.

VII. Payout of Unused Sick Leave

- A. Employees who have completed at least one (1) full year of employment with the City are entitled to a payout of accrued sick leave upon termination (in good standing or upon transfer to a job classification ineligible for sick leave accrual up to the maximum. Payout shall be made-
 1. In the employee's final paycheck or in the last paycheck reflecting the employee's status as an employee eligible to accrue sick leave; and
 2. On the basis of the employee's hourly rate of base pay in force immediately preceding the termination or transfer and shall include any leave accrued for that pay period.
- B. Payout limits. Payout of sick leave accrual to employees vacating full-time positions shall be limited according to the following schedule (For this section time begins for all employees on the effective date of this policy):

Years of Full-time Service	Payment Eligibility (percent of unused sick leave)
Under 5	0
5	50%
6	60%

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7	70%
8	80%
9	90%
10 plus	100%

No employee will be paid for more than 240 hours for general employees and 360 hours for firefighters.

- VIII.** The City of Celina reserves the right to modify, alter, delete, suspend or discontinue all or any part of this policy at any time, with or without prior notice to employees; nothing in this policy constitutes a contract, implied or express.

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Chapter 5 – Leaves

5.01 – Vacation Leave

I. Purpose

- A. The purpose of this policy is to establish uniform rules and procedures to govern the accrual, use and payout of vacation leave. Vacation leave is paid time away from work to pursue activities that promote the well-being of the individual.
- B. An employee desiring to use vacation leave must notify the appropriate supervisor in accordance with the procedures adopted by his/her department.

II. Eligibility

All regular full-time employees are immediately eligible to accrue vacation leave, at the time of hire as outlined herein; part-time employees and seasonal and temporary employees are not eligible to accrue or use vacation leave.

III. Accrual

- A. Vacation leave is accrued at the close of each of the first two (2) pay periods in a month and is not available until the following payperiod.
- B. Vacation accrual for regular full-time employees is based on an eight (8) hour day. Regular full-time employees shall accrue vacation leave to a maximum balance of 240 hours for general employees and 360 hours for firefighters, at the rate of:
 - 1. General/Police employees
 - a. 2 weeks per year up to completion of 5 years of service
 - b. 3 weeks per year up to completion of 10 years of service
 - c. 4 weeks per year from 11 years of service forward
 - 2. Fire employees (shift personnel)
 - a. Full-time Fire (shift) employees receive 1.5 times the vacation of general employees in the aforementioned categories.
- C. Department Directors and Managers will accrue vacation at the following rate:
 - 1. 3 weeks per year up to completion of 10 years of service
 - 2. 4 weeks per year from 11 years of service forward
- D. Accrual of vacation leave continues up to the maximum accrual limit or until the employee terminates employment with the City or transfers to a job classification that is ineligible for vacation leave accrual.
 - 1. In the case of termination (in good standing) or transfer, the employee

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is paid for accrued vacation leave at their current rate of pay.

2. At the end of each calendar year, employees with vacation balances above the maximum allowed by policy will have their vacation leave balances administratively reduced to the maximum allowed.
- E. An employee transferring from a regular part-time position to a regular full-time position or vice versa shall retain the balance of vacation leave already accrued if the new position is also eligible for vacation leave accrual.
- F. In the case of the regular job assignment of a 24-hour shift fire protection personnel moving to an eight (8) hour day schedule, their vacation balance will be divided by 1.5 (the same ratio as the accrual rate). In the case of the regular job assignment of an eight (8) hour day fire protection personnel moving to 24-hour shift, their vacation balance will be multiplied by 1.5 (the same ratio as the accrual rate). Such adjustments in vacation balances will not be made as a result of temporary reassignments of fire protection personnel to light duty and modified duty roles due to medical or administrative restrictions.

IV. Use

- A. An employee may begin use of accrued vacation leave upon successful completion of the six (6) month introductory/probationary employment period.
 1. All use of vacation leave is subject to the approval of the employee's department Director or designee, who may approve or disapprove vacation leave requests according to the provisions of this policy and subject to the needs of his/her department.
 2. Employees should be afforded the opportunity to take at least five (5) continuous days of vacation leave annually.
- B. Vacation leave may be used to compensate an employee for time away from work due to reasons for which accrued sick leave would normally be used but has been exhausted.
 1. Vacation leave may not be substituted for sick leave until all other accrued leave and/or compensatory time has been exhausted; however, there is no requirement that compensatory time be exhausted prior to using vacation leave for an event that qualifies for leave under the Family Medical Leave Act (FMLA) or City Leave of Absence.
 2. Such use is subject to the approval of the department Director or designee based on past utilization and sick leave balances as they relate to tenure with the City.
- C. Terminating employees are not allowed to use vacation as their final day of employment unless the employee is using vacation for approved FMLA leave or as a reasonable accommodation under the ADAAA or it is approved by their

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department Director.

V. Accounting:

- A. An employee shall be compensated for vacation leave subject to a daily limit corresponding to the number of hours for which he/she would have been scheduled to work.
- B. In the event that an employee has exhausted all other available leave, time away from work for an event that qualifies for leave under the Family and Medical Leave Act (FMLA) or ADAAA will automatically be paid from the employee's vacation leave balance, as well as be deducted from the employee's available balance of FMLA leave or ADAAA.
- C. Employees on sick, FMLA or leave under the ADAAA leave will be required to use, at a minimum, a portion of their accrued leave to pay for required benefits and payroll deductions.
- D. The provisions of this policy apply to employees whether classified as exempt or nonexempt from the minimum wage and overtime requirements of the Fair Labor Standards Act (FLSA), in accordance with the rule found at 29 CFR Part 541.710 effective August 23, 2004, and pursuant to the City of Celina's general policy of public accountability; all employees shall account for any absences subject to the application of this policy according to the manner described herein.

VI. Scheduling and Notification

Each department shall establish and communicate to its employees' specific procedures for the use of vacation leave which reflect the following:

- A. For scheduled use, a process for requesting the leave in writing, at least three (3) working days in advance of the requested leave, and documenting and communicating the approval/disapproval of the requested leave, including both the employee's and supervisor's approval;
- B. For unscheduled use, a process for documenting the request and the reason for the approval/disapproval of the requested leave, including both the employee's and supervisor's approval;
- C. That emergency requests should be reserved for truly unforeseeable events requiring the employee to be absent to handle personal business of an urgent nature; and
- D. That the maximum continuous vacation that can be authorized is two (2) calendar weeks, unless otherwise approved by the department Director based on past utilization and sick leave balances as they relate to tenure with the City.

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5.01 – Vacation Leave

An employee who becomes ill or who is injured while on vacation leave may request that the vacation leave be ended and the illness or injury time be converted to sick leave or other accrued leave type.

An employee who fails to comply with departmental procedures for the notification and scheduling of vacation leave may be denied paid leave and be subject to disciplinary action, including termination of employment. Further, an employee who takes a leave day following denial, as outlined herein, may be subject to disciplinary action, including termination of employment.

VII. Payout

- A. Employees who have completed their probationary period with the City are entitled to a payout of accrued vacation leave upon termination of employment or upon transfer to a job classification ineligible for vacation leave accrual. Payout shall be made-
 - 1. In the employee's final paycheck or in the last paycheck for which the employee is eligible to accrue vacation leave; and
 - 2. On the basis of the employee's hourly rate of base pay immediately preceding the termination or transfer and shall include any leave accrued for that pay period.
- B. Payout of vacation leave accrual to employees vacating full- or part-time positions shall be limited to a maximum of 240 hours; payout of vacation leave accrual to fire protection personnel, vacating positions designated to work 24-hour shifts, shall be limited to a maximum of 360 hours.

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CITY OF CELINA

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Chapter 5 – Leaves

5.02 - Holidays

I. Purpose

The purpose of this policy is to identify the rules and procedures regarding employee compensation for official holidays of the City. All regular full-time employees are immediately eligible for paid time off for an official City holiday. Time off for holidays will be paid at the eligible employee's regular hourly rate of pay and will not be considered time worked for purposes of calculating overtime pay or compensatory time accrual.

II. Eligibility for Benefit

- A. All regular full-time employees are eligible for the following holidays.
- B. Part-time, seasonal, fixed-term (contract) and temporary employees are not eligible for paid time off for a holiday, but will be paid for any time actually worked on the holiday plus an equivalent amount of holiday pay at the regular rate of pay.

III. Official Holidays

The following holidays are official City holidays for all eligible employees. Human Resources will post a list of dates for recognized holidays before the beginning of each calendar year.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day aka (September 11 th Memorial Holiday for Firefighters)	Christmas Day
Fourth of July	
Any other day declared by the CM and/or CC as designated official City holiday	

*Birthday Day off. While it is not a holiday, employees may take their birthdays off from work. The day off will be taken on the birthday. If birthday is on Saturday, take Friday and if it is on Sunday, take Monday. If must work on actual birthday, take another day during the week of the birthday. The day off will not carry over to any other time.

Generally, holidays occurring on Saturday will be observed on the preceding Friday, and holidays occurring on Sunday will be observed on the following Monday. Exceptions to the dates that holidays are observed is at the discretion of the City Manager and will be so noted on the list of holiday dates provided annually by Human Resources.

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5.02 - Holidays

IV. Accrual

- A. Working on a Holiday. Full-time non-exempt employees (other than Police and Fire) who must work on an official holiday, will be paid for the holiday, in addition to hours actually worked, at the regular rate of pay.
 - 1. Police and Fire Department employees working on a holiday will be allowed to accrue holiday hours for use on an alternate day, as scheduled by the supervisor and subject to the limitations indicated below.
 - 2. Exempt employees who work on an official holiday will also be allowed to accrue holiday hours for use on an alternate day, with the approval of their supervisor and subject to the limitations indicated below.
- B. Timing and Limits of Accrual: Police and exempt employees shall not accrue holiday time until the date that the holiday actually occurs.
 - 1. Police shall accrue holiday hours such that all hours accrued after September 1 of a calendar year must be used by August 31 of the following calendar year.
 - 2. Firefighters shall receive their annual accrued allotment of holiday hours on January 1 and must be used prior to December 31. Holiday hours not used by December 31 will be lost.
 - 3. Exempt employees shall accrue holiday hours on a fiscal year basis, such that all hours not used by the end of the fiscal year (September 30) shall be converted into vacation hours and applied to the employee's current vacation accrual, subject to the limitations indicated in the vacation leave policy.

V. Use/Payout

- A. Termination of Employment: Terminating employees are not allowed to use a holiday as their final day of employment.
- B. Termination of Employment: Firefighters that have used holiday time that has not been accrued will be withheld from their final paycheck.
- C. Absence Before or After a Designated Holiday: To receive holiday pay, an otherwise eligible non-exempt employee must be at work or on an authorized leave of absence on the scheduled work days immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, the City reserves the right to verify the reason for the absence before approving holiday pay.
- D. Leave of Absence. An employee on an approved leave status, including

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5.02 - Holidays

workers' compensation leave, will be paid holiday pay in lieu of any leave status pay they would ordinarily receive at the time of the holiday. Receipt of holiday pay while on a paid leave of absence qualified under the Family and Medical Leave Act (FMLA) does not extend an employee's FMLA leave entitlement.

- E. Religious or Other National Holidays. Employees may request to take other religious and national holidays but any such request is subject to the approval of the supervisor. If approved, the employee must use appropriate leave balances (i.e. holiday accruals, vacation leave, etc.) Sick leave is not authorized for use for religious or other national holidays.
- F. Leave Substitution. Holiday hours accrued may not be substituted for sick leave until all accrued sick leave has been exhausted.
- G. The City of Celina reserves the right to change, modify, amend, revoke or rescind all or part of this policy in the future.

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Chapter 5 – Leaves

5.03 – Bereavement Leave

I. Statement of Purpose

The purpose of this policy is to identify the rules and procedures with regard to the use of bereavement leave. Bereavement leave is intended for the purpose of allowing an employee time to attend to the immediate needs of the situation.

II. Eligibility

All full and part time employees are eligible for paid bereavement leave from the first day of employment. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's approval, use any available vacation time for additional time off as necessary.

III. Maximum Bereavement Leave

While there is no accrual of bereavement leave, each regular employee will be eligible for up to three (3) working days of leave per occurrence. Firefighters assigned to a 24-hour shift will be eligible for a maximum of 36 hours per occurrence.

Employees will receive pay for each hour of bereavement leave used within the maximums set above. Paid leave does not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials.

IV. Appropriate Use of Bereavement Leave

A. Bereavement leave may be used by an employee in the case of the death of:

Consanguinity (Blood Relationships) and Adoptive Relationships

First Degree	Second Degree
Mother and/or Father	Grandparent
Daughter and/or Son	Grandchild
Brother and/or Sister	Uncle and/or Aunt
Legal Guardian	1 st Cousin
Legal Ward	Niece and/or Nephew

Affinity (Marriage Relationship)

First Degree	Second Degree
Spouse	Brother and/or Sister – in - Law
Son and/or Daughter – in Law	Spouse's Grandparent
Mother and/or Father –in – Law	Step-Grandparent
Step Parent	Stepsister and/or Stepbrother
Stepson and/or Stepdaughter	

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Chapter 5 – Leaves

5.03 – Bereavement Leave

V. Procedures

- A. Notification - Employees who wish to take time off should notify their supervisor immediately.
- B. Documentation - A Department Director may require the employee provide documentation for a bereavement leave request.

VI. Leave Substitution

If additional days of leave are requested to take care of family needs in conjunction with a death in the family, then appropriate leave pursuant to Vacation Leave or Sick Leave policies is to be used prior to the authorization of unpaid leave.

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Chapter 5 – Leaves

5.04 – Sick Leave Pool

I. Purpose

The purpose of the Sick Leave Pool (Pool) is to provide employees (who are bank members) with a possibility of obtaining additional paid sick leave days to assist them financially when they are unable to work for an extended period of time due to a qualifying catastrophic illness or injury that caused the employee to exhaust all paid leave time benefits.

II. Definitions

For the purpose of this procedure, the following definitions shall apply:

Qualifying Catastrophic Illness/Injury

A. Catastrophic Illness/Injury:

1. A severe condition that affects the mental or physical health of an employee to the extent that he/she is unable to perform his/her job nor is able to perform one or more normal life functions; or
2. Poses a threat to life; required 'in-patient' or hospice care or extensive outpatient treatment or care; and requires the services of a state licensed physician for an extended period of time.

B. Sick Leave Pool - A depository of employee-donated hours.

C. Catastrophic Illness/Extended Sick Leave Bank Member - A contributing participant in the Bank.

D. Eligible Family Member - Member's child, stepchild, parent, stepparent, spouse and domestic partner. For the purpose of this policy, child is defined as a biological, adopted or foster child, stepchild, child of an employee who is standing in *loco parentis* or legal ward of the employee.

E. Family Illness/Injury - A medically documented catastrophic illness or injury for which an eligible family member receives ongoing medical care, or sudden or unexpected emergencies that require immediate medical attention.

F. Personal Illness/Injury - A non-job related medically documented catastrophic illness or injury for which an employee receives ongoing medical care, or sudden or unexpected emergencies that require immediate medical attention.

G. Extended period of time is defined as thirty (30) calendar days of absence for a single illness or injury.

H. Licensed Physician as defined by the Texas Insurance Code and practices within the scope of her/her license.

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Chapter 5 – Leaves

5.04 – Sick Leave Pool

III. Policies and Procedures

This policy establishes guidelines for the organization and administration of the City's Sick Leave Pool, (hereinafter referred to as "Pool".)

Employees who, through willful misconduct, purposely self-inflicted, or injured on a job not connected to his/her employment with the City, are NOT eligible for use of the Sick Leave Pool.

No inducement, discipline, promise or threat of inducement or discipline shall be used to encourage or discourage participation.

Request for leave from the Bank may be made by or for a bank member. For a request to be considered under this policy, the incapacity must be a catastrophic illness/injury as defined by this policy. Employees may not request leave for incapacities due to an On-the-Job Injury (workers comp).

Incapacities due to elective procedures or cosmetic surgery are not eligible for consideration under the Sick Leave Bank. However, complications that develop as a result of the procedures may be considered.

- A. Contributions to the Sick Leave Pool – Contributions to the Pool are strictly voluntary. Contributions can be made from excess sick leave that would be lost due to maximum carry over limits, at voluntary separation of service from the City, or an annual contribution of between 8 and 24 hours can be contributed by active employees who have a minimum sick leave balance of one hundred and four (104) hours of accumulated sick leave. Annual contributions will not be needed as long as the Pool has a balance of two thousand (2,000) hours.

- B. Eligibility:

Regular full-time Employees who have been employed with the City for one year and meet the criteria listed in this policy are eligible to apply for sick leave from the Pool.

- a. The employee must have exhausted all paid leave (including sick leave, vacation, holiday and comp time) due to his/her non-job related catastrophic injury or illness.
- b. Employee must have had an absence of thirty (30) calendar days to apply to the Pool.
- c. The employee must provide a medical certification from a licensed physician, in a form acceptable to the City, that the

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illness or injury is catastrophic and will require the employee to remain absent from work. The City reserves the right to request a second opinion (paid for by the City).

- d. Pool benefits are not available for absences due to an employee's family member; benefits are only available for the employee's own illness/injury.
- e. The employee must not have been disciplined or written-up during the last two (2) years for abuse of sick time. Other factors considered by the City when granting or denying an application for sick pool benefits include, but are not limited to, the nature of the serious health condition giving rise to the request, the employee's length of service, disciplinary and attendance history (including prior utilization of sick leave), the likelihood that the employee will be able to return to his/her regular duties within a reasonable period of time, and available sick leave in the Pool.
- f. While using time from the Pool, employees may not work another job (including self-employment). An employee who performs outside work will lose all remaining Pool time and will be subject to disciplinary action, up to and including, termination of employment.

C. Enrollment Period

- 1. The enrollment period will be January of each year. Forms for enrollment will be provided by the Human Resources Department.

D. Request for Use of Sick Leave Pool

- 1. Requests must be submitted on the proper form and given to the Human Resources Department along with a medical certification signed by a licensed physician.
 - a. The Physician's statement must include the date the catastrophic medical condition began, the probable duration, an estimate of time the employee will be unable to perform work of any kind, and any other information requested by the City.
 - b. The Physician's statement must also indicate if the employee can work a reduced work schedule and list any restrictions.
 - c. The City may also require the employee to submit to a medical exam by a doctor chosen by the City to determine eligibility of benefits under this policy.

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- d. The employee must sign required medical releases/authorizations required by the City for this purpose. If the employee is unable to fill out the necessary paperwork due to the critical nature of his/her illness/injury, the employee's department Director may fill out the application on their behalf.
- e. If an employee refuses to work an approved reduced work schedule, Pool time will be denied. An updated medical certification will be required for each thirty (30) days of sick leave granted. Any unused balance of sick leave time granted to an employee will be returned to the Pool.

E. Approval Process

1. Application for sick pool leave is contingent upon the available balance in the sick pool at the time of application. Approval will be given in maximum increments of thirty (30) days or two hundred and forty hours (240). In no case will the employee be granted more than ninety (90) work days or seven hundred and twenty hours (720) per calendar year. Unused time will be returned to the pool upon the employee's return back to work.
2. Once the request is received from the employee, a decision will typically be made within five (5) working days and communicated to the requesting employee. The City Manager is the approving authority for all requests for usage of the Pool.

F. Record Keeping

1. Human Resources will maintain the Pool ledger. The ledger will reflect the balance of the sick leave pool along with the records of contributions and advances.
2. The original copies of request forms and medical certifications will be kept in the employee's medical file maintained in the Human Resources Department.

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Regardless of weather or other conditions, the City never closes. Because of the essential and direct impact on public safety and health, essential City services must continue regardless of the weather, man-made or technological emergencies, or disasters. Emergency Essential Personnel are required to report to work as scheduled or as needed regardless of official-delayed opening, early closing, or closure of City facilities.

I. Employee Designations

- A. In the event of a wide-scale emergency or significant weather event that could impact the community, all employees must be ready to assist in managing the crisis. Some employees are designated as essential for the continuity of governmental operations.
- B. Department Directors shall designate each position as "Emergency Essential Personnel" or "Emergency Non-Essential Personnel". These designations shall be documented by the Human Resources Department in the official job descriptions. All personnel shall be advised of their status each year and/or on their hire date. Individual employee status can change as the needs of the City change during an emergency or inclement weather event at the discretion of the Department Director.
 1. "Emergency Essential Personnel" – Each Department Director is responsible for identifying those employees who will be designated as Emergency Essential Personnel. These employees might be required to remain available immediately before, during, and/or after a disaster/emergency condition to perform duties directly related to the emergency conditions.
 2. "Emergency Non-Essential Personnel" – Following a needs assessment, some employees might be temporarily dismissed from work, concurrently or successively, as determined by the Department Director. These employees are designated Emergency Non-Essential Personnel.
 3. "Essential Recovery" – Some employees might be further identified as "Essential Recovery". The City Manager and each Department Director shall be responsible for identifying those employees who are essential to the quick restoration of critical services to the community.

II. Emergency Periods

- A. Pre-Impact Period. This is the time prior to the impending emergency or Inclement weather event and includes emergency response activities and preventive measures by the City in preparing for the impending emergency or inclement weather. This period begins when the City Emergency Operations Center opens or the City Manager determines that an emergency or inclement weather event is imminent.

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- B. Emergency or Inclement Weather Period. This is the time during which emergency response activities and/or restoration of critical services are conducted to protect life and property and most other regular City services are suspended. This period begins when City facilities are closed for **normal** business and ends when the City Manager declares it safe for all employees to return to work.
- C. Emergency/Disaster – Recovery Period. This is the time during which emergency response activities and/or restoration of critical services and all regular City services are suspended. This period begins when the City Manager orders Emergency Essential personnel to take shelter in City-operated Response Centers and ends when the City Manager reinstates emergency response activities and/or the restoration of critical services.
- D. Post Impact/Recovery Period. This is the period of time during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions. This period begins when the City Manager declares it safe for all employees to return to work and ends when he/she declares the period over.

III. Responsibilities

A. Employee:

Employees shall report for duty at the hour regularly assigned for their workday. No one is excused from work until the City Manager, through each Department Director, authorizes employees to leave their workplace even if a public announcement of office closures or suspension of services is issued. Additionally, employees must return to work as soon as the emergency or inclement weather period is over to participate in the Post Impact/Recovery Period. Employees must:

1. Contact their supervisor when emergency events, disasters, or inclement weather exists or is anticipated in order to receive specific instructions.
2. Discuss with their supervisor, in advance, any circumstances anticipated that might prevent him/her from arriving to work during emergencies/inclement weather conditions (such as road closures, childcare arrangements, etc.) and any pertinent leave requests.
3. Stay informed about emergencies/inclement weather conditions and City operations through the communication methods designated by the City Manager and his/her Department Director (TV/Radio media, City's intranet City's web page, email, text messages, pagers, supervisors, etc.)
4. Maintain an up-to-date Employee ID Badge and carry it at all times.
5. Ensure that emergency contact information supplied to supervisor and the Human Resources Department is current so the employee can be contacted when away from work.

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When securing or evacuation of personal residences is required, Emergency Essential Personnel will be permitted and expected to make arrangements for their families, including the use of authorized shelters, prior to the Pre-Impact Period.

At the Department Director's discretion, previously approved leave requests may be canceled. Failure to return to **work** upon notice, either written or verbal, that the previously approved leave is being canceled, shall be deemed an unauthorized absence from work or assignment, which may be sufficient cause for termination of employment. In the event that such previously approved leave is not canceled, employees will continue to be charged for such leave. Any unauthorized absence from work or assignment may be considered sufficient cause for termination of employment.

B. Department Directors:

Department Directors shall keep an updated list of the staff that is designated as Emergency Essential Personnel along with defined expectations of duties and reporting during states of emergency, inclement weather delayed openings and closings. The list shall be disseminated to the requisite personnel. Duties of Department Directors are as follows:

1. Coordinate with the City Manager on any anticipated delays or closings and any alternate procedures that might affect the City's normal business operations.
2. Ensure a clear communication mechanism with all of their employees.
3. Conduct employee training regarding emergency operations procedures prior to May 31st each year that outlines expectations, possible work schedules, leave, etc.
4. Provide the Department's list of Emergency Essential Personnel to the Human Resources Department and Emergency Management prior to January 2nd each year.

C. City Manager:

If any City facility is closed due to an emergency and/or adverse weather conditions, the decision about which departments or divisions will be closed and how employees will be compensated is the City Manager's or his/her designee's responsibility. The City Manager also is responsibility for the following:

1. Coordinating with Department Directors on any City-delayed openings or closings.
2. Designating employee(s) to contact/post delayed openings or closings with the media

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5.06 – Administrative Leave

I. Administrative Leave with Pay

Employees may receive paid administrative leave for official business or other work-related matters as designated by the division Manager or designee. Other authorized purposes may include, but not be limited to, voting in official elections, investigative proceedings, jury duty, professional conferences, conventions, training activities, legislative proceedings, civic functions or any other purpose deemed to be in the City's best interests.

II. Administrative Leave Without Pay

Administrative Leave without pay (ALWOP) will be utilized when employees have a) exhausted all accrued paid leave, or b) been placed on such leave by department Directors /division Managers.

Employees on "leave without pay" status for 80 hours or more will not accrue benefits for that period unless the leave is in compliance of Family and Medical Leave Act (FMLA). Employee may pay for continuing health insurance coverage.

Any employee placed on ALWOP for more than 80 consecutive hours should contact TMRS to find out if such leave had an impact on their TMRS service eligibility.

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5.07 – Jury Duty/Court Leave

I. Jury/Court Duty

Employees required by summons to report for jury duty (including grand jury duty), or who are impaneled as a juror or alternate juror, shall receive their regular pay during the time period directly related to jury duty (not to exceed 40 hours of jury duty pay per week). Fire department shift personnel may receive up to 48 hours of jury pay per week.

II. Regular Pay

Employees requesting regular pay for work time spent on jury duty must present proof of attendance from the presiding court before pay can be issued. Upon release from jury duty, employees must contact their supervisor to determine if they should return to their assigned work location. Employees failing to return to work during their normal work hours are subject to disciplinary action.

III. Official City Business

Employees who are subpoenaed to appear in court or before any other judicial or administrative body for and on behalf of official City business or on behalf of the county, state or federal government for services related to City duties, shall be compensated in accordance with the procedures specified under the jury duty section of this chapter.

Employees subpoenaed to appear as a witness on behalf of the City, county, state or federal government for service related to City duties will be compensated for time spent in court in accordance with the procedure specified under the jury duty section of this chapter.

Employees requesting regular pay shall provide a copy of the subpoena and, if available, proof of attendance by the court or respective administrative body.

IV. Personal/Private Business

Employees will not be paid for time off to conduct personal or private legal business. Vacation or compensatory time may be used if approved by the supervisor.

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5.08 – Family and Medical Leave (FML)

I. Statement of Purpose

The purpose of this policy is to outline and establish general procedures and guidelines for compliance with the Family and Medical Leave Act (FMLA).

In accordance with the FMLA, the City of Celina will abide by the provisions and the regulations published by the U.S. Department of Labor to implement the Act. Employees should contact Human Resources for specific information and questions regarding this policy.

II. Procedures

- A. Under the FMLA, eligible employees may take up to 12 work weeks of unpaid job-protected leave each year for specified family and medical reasons or 26 weeks of leave to care for an injured or ill service member.
- B. FMLA Leave Runs Concurrently With Other Types of Leave: FMLA leave is typically unpaid unless the absence also qualifies for paid leave under another City policy, at which point FMLA leave and paid leave will run concurrently.
 1. Sick Leave: If an employee has any available accrued sick leave, it must be used concurrently with any available FMLA leave.
 2. Vacation, Comp Time, Personal Leave & Holiday: If all of the sick time has been used, the following leave time will be applied and will run concurrently with any remaining FMLA leave: accrued vacation, compensatory time, personal leave and then holiday leave.
 3. Disability & Workers' Comp. Leave: If the employee is approved for workers' comp. or short-term or long-term disability, the employee's absence from work is automatically approved for FMLA, provided he/she has met the FMLA's eligibility requirements. This means that workers' comp. and short- and long-term disability absences will run concurrently with FMLA leave. Employees being paid either workers' comp. wage benefits or short- or long-term disability benefits while on leave are not required to use accrued sick, personal, holiday, comp time or vacation leave while collecting workers' comp. or disability benefits.
 4. In determining the amount of family medical leave available to an employee, the City will use a 'rolling calendar' by considering any family medical leave taken in the twelve (12) months prior to the date the requested leave is to begin and continuous with each additional day leave is taken.

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III. Eligibility

- A. Employees (full-time and/or part-time) must have been employed by the City of Celina for at least 12 months (need not be consecutive) prior to the leave date and must have worked at least 1250 hours during the 12 months prior to the date the requested leave is to begin. Eligible Reasons: The City will grant FMLA leave for any of the following circumstances:
1. birth of a child of the employee, in order to care for such child (eligibility for leave expires 12 months after the date of birth of the child);
 2. placement of a child with the employee for adoption or foster care (eligibility for leave expires 12 months after the date of placement of the child);
 3. to care for the spouse, child or parent of the employee with a serious health condition as defined by FMLA;
 4. if the employee has a serious health condition which makes the employee unable to perform all of the essential functions of his/her position;
 5. due to a non-medical activity (“qualifying exigency”) that is directly related to a covered family member’s (limited to a spouse, son/daughter, “next of kin”, or parent of the employee) active duty or call to active duty in the Regular Armed Forces, National Guard or Reserves;
 6. for an eligible employee (limited to a spouse, son/daughter, parent or next of kin of a covered service member) to care for a covered service member who is a current member of the Regular Armed Forces, National Guard, or Reserves who has incurred an injury or illness in the line of duty while on active duty, provided that such injury or illness renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. This leave may be up to 26 work weeks of unpaid leave during a single 12-month period. *This is the only instance in which a leave of up to 26 work weeks may be taken.*
 7. for an eligible employee (limited to a spouse, son/daughter, parent or next of kin of a covered veteran) to care for a covered veteran who was honorably discharged within the five (5)-year period prior to the family member’s need for leave to provide care during the recuperation, treatment for a condition that was caused or aggravated during the line of duty, or recovering from a serious illness or injury. This leave may be up to 26 work weeks of unpaid leave during a single 12-month period. *This is the only instance in which a leave of up to 26 work weeks may be taken.*

NOTE: During the single 12-month period, an eligible employee

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shall be entitled to a combined total of 26 work weeks of unpaid leave, regardless of the various reasons for FMLA leave.

When both a husband and wife are employed by the City and are eligible for leave due to the birth or placement of a child for adoption or foster care, or to care for a parent, or due to an urgent need or requirement (qualifying exigency) arising out of a covered family member's active duty or call to active duty, they are entitled to a total of 12 work weeks together (NOT 12 work weeks each) of family and medical leave in a calendar year. However, if the leave is for self-care or care of a sick spouse or child, each employee is entitled to 12 work weeks of unpaid leave per calendar year under FMLA.

IV. Employee Responsibility

- A. Employees must give the City sufficient information so that it can make a determination as to whether the employee's absence is FMLA-qualifying. If an employee fails to explain the reasons, leave may be denied. Employees must also indicate on their time sheet/records when an absence or tardy is or may be covered by FMLA. The City may retroactively designate leave as FMLA-qualifying, upon notice to the employee. Any absence or illness that results in more than three (3) days' absence must be reported to the City's Human Resources Department.
- B. At Least 30 Days' Notice Required for Foreseeable Leave: Employees must provide their Department Director or the Human Resources Department with at least 30 days' advance notice when the need for FMLA leave is foreseeable.
- C. Notice as Soon as Practicable for Unforeseeable or Emergency Leave: If the need for FMLA leave is not foreseeable, employees must provide their Department Director or the Human Resources Department with as much advance notice as practicable, in accordance with their Department's normal call-in procedures. The employee must also provide an explanation as to why they were unable to provide at least 30 days' advance notice of the need for leave.
- D. Content of Notice: Employees must provide the City with at least verbal notice and explain the reasons for the needed leave sufficient to allow the City to determine if the absence is FMLA-qualifying, and the anticipated timing and duration of the leave, if known. If the employee has previously taken FMLA leave for the same reason, they must specifically reference the qualifying reason for leave or the need for FMLA leave. The City may seek additional information from the employee, and the employee is obligated to respond to the City's questions so the City can determine if an absence is potentially FMLA-qualifying. The employee must notify the City as soon as practicable if the dates of his/her scheduled leave change or are extended, or were initially unknown.

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- E. Compliance with City's Call-In Procedures: Employees must comply with their Department's normal call-in procedures for reporting absences, tardies and requesting leave, e.g., contacting a specific supervisor by a certain time. Notice may be given by the employee's spokesperson only if the employee is physically unable to do so personally. Where an employee does not comply with the City's and Department's normal call-in procedures and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.
- F. Consequences for Failing to Provide Required Notice: If the employee fails to timely explain the reasons for his/her need for leave, FMLA leave may be denied or delayed for up to 30 days. The employee may also be subject to disciplinary action in accordance with City policy. Likewise, if an employee fails to respond to the City's reasonable inquiries regarding a leave request, the employee may not be granted FMLA leave protection.
- G. Scheduling Planned Medical Treatment: When an employee intends to take leave for planned medical treatment for him/herself or for their spouse, child or parent, the employee is ordinarily expected to consult with their supervisor and to try to schedule the treatment so as not to disrupt unduly the City's operations, subject to the approval of the treating health care provider. This should be done prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of the both the employee and the City.
- H. Periodic Check-In While on FMLA: Employees must check in periodically with their supervisor and with the Human Resources Department regarding their status and intent to return to work. If the employee discovers that the amount of leave originally anticipated is no longer necessary, the employee must provide the City with reasonable notice (i.e., within two business days) of the changed circumstances, if foreseeable.

V. Employer Responsibility

- A. The Human Resources Department is responsible for the verification, approval and notification of FMLA leave. The Human Resources Department may designate leave as FMLA leave if it determines that a qualifying event has occurred.
- B. Eligibility and Rights & Responsibilities Notice: The Human Resources Department will notify an employee of their eligibility to take FMLA within five (5) business days (absent extenuating circumstances) of its receipt of the employee's request for FMLA leave (or from when the City otherwise determines that an employee's absence may be FMLA-qualifying). Employee eligibility is determined at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period. Notification may be oral or in writing but the City will normally use the FMLA form - Notice

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of Eligibility and Rights and Responsibilities. This FMLA form will also detail the City's specific expectations, the employee's obligations, and consequences to the employee of not meeting his/her obligations. If an employee's eligibility status changes or if any of the specific information in the Rights & Responsibilities Notice changes, the Human Resources Department will so notify the employee within five business days of the receipt of the changed information, absent extenuating circumstances.

- C. Designation Notice: When the Human Resources Department has enough information to determine if an absence is FMLA-qualifying (e.g., after receiving the employee's fully completed Certification), the Human Resources Department will notify the employee in writing (FMLA form – Designation Notice) as to whether the leave will or will not be designated as FMLA. This Designation Notice will be given to the employee within five (5) business days, absent extenuating circumstances. If the information in the Designation Notice changes, the Human Resources Department will notify the employee within five (5) business days of the City's receipt of the employee's first notice of need for leave subsequent to any change.
- D. Certification Forms & Other Required Documentation: The Human Resources Department is responsible for determining the completeness and authenticity of certification forms, fitness-for-duty/return to work certifications, and for review and coordination of all other FMLA documentation required by this policy.
- E. Supervisors & Department Directors: So that the Human Resources Department can meet the notice deadlines required by the FMLA, supervisors must immediately notify both their Department Director and the Human Resources Department if they have reason to believe an employee's absence is due to an FMLA-covered reason. Supervisors must make this report even if the employee is using paid time off to cover the absence, e.g., sick leave, comp time, vacation, holiday, workers' comp., short- or long-term disability. Supervisors and Department Directors must report to Human Resources any time an employee misses work for three (3) or more days because of their own illness or injury or that of a spouse, child or parent. Supervisors and Department Directors may not contact health care providers when employees are sick. Only Human Resources personnel will make contact with health care providers if and when necessary. It is important to remember that under the FMLA, an employee requesting paid or unpaid leave for an absence covered by the FMLA is not required to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee will likely have met the FMLA's notice requirements. When an employee submits a leave/absence form indicating an FMLA absence, the form must be sent to the Human Resources Department immediately.

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VI. Medical Certification

In all instances in which the City requests a certification from an employee, it is the employee's responsibility to provide the Human Resources Department with medical certification; failure to do so may result in the denial or delay of FMLA leave.

- A. **Certification:** An employee must provide the Human Resources Department with complete and sufficient medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee (FMLA form – Certification of Health Care Provider for Employee's Serious Health Condition), his/her spouse, child or parent (Certification of Health Care Provider for Family Member's Serious Health condition), or due to the serious injury or illness of a covered service member (Certification for Serious Injury or Illness of covered Service Member for Military Family Leave). The required medical certification forms are available from the Human Resources Department. The certification must set forth the beginning and expected ending dates of the leave. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave. The employee is responsible for any expenses associated with providing the City with a required certification. The employee must turn in the required certification to the Human Resources Department within 15 days after it is requested, unless not practicable under the circumstances.
- B. **Second & Third Opinions:** In some cases, the City may require a second or third medical opinion (at the City's expense). The City will not require second or third opinions in the case of leave to care for a covered service member.
- C. **Recertification:** With the exception of injuries or illnesses under workers' comp. or disability benefits, employees may be asked to periodically recertify the need for FMLA. The City will not, however, require recertification in the case of leave to care for a covered service member. The recertification must be provided within 15 days or as soon as practicable under the particular facts and circumstances. The employee is responsible for any expenses associated with providing the City with any required recertification.
 - 1. **30-day rule:** The City will request recertification no more than every 30 days and only in connection with an absence by the employee unless paragraphs b or c below applies.
 - 2. **More than 30 days:** If the certification indicates that the minimum duration of the condition is more than 30 days, the City will wait until that minimum duration expires before requiring a recertification, unless paragraph c below applies. If the minimum duration of a serious health condition extends beyond six months, the City may nevertheless request a recertification every six months in connection with an employee's absence.

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3. Less than 30 days: The City may request recertification in less than 30 days if the employee requests an extension of leave, circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications, a pattern of unscheduled absences), or the City receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

- D. Fitness-for-Duty/Return to Work Certification: Employees must submit a fitness-for-duty certification before they can return to work if FMLA leave is a result of the employee's own serious health condition. The certification must specifically address the employee's ability to perform his/her essential job functions but is limited to the particular health condition that caused the employee's need for FMLA leave. The employee is responsible for any expenses associated with providing the City with the required certification and is not entitled to be paid for the time or travel costs spent in acquiring the certification. The Human Resources Department may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty/return to work certification. The City will not require second or third opinions of fitness-for-duty certifications. However, this does not preclude the City's ability to refer an employee for a medical exam upon his/her return to duty and determination that such an exam is necessary in accordance with City policy. An employee who fails to timely provide the City with this certification will not be allowed to return to work. An employee who exhausts all available leave and does not provide the required fitness-for-duty certification or request additional FMLA leave is no longer entitled to job reinstatement and may be subject to disciplinary action.

While the City will not require a fitness-for-duty certification to return to duty for each absence taken on intermittent or reduced leave schedule, it will require such a certification up to once every 30 days if reasonable safety concerns (i.e., a reasonable belief of significant risk of harm to the employee or others) exist as to the employee's ability to perform his/her duties, based on the serious health condition for which the employee took leave.

- E. Failure to Provide Certifications & Deficient Certifications: If an employee fails to provide a required certification within 15 days after the date of the City's written request, the City may deny leave until the certification is provided. If the employee never produces the certification or recertification, the employee is not eligible for FMLA protection. If the certification is incomplete or insufficient, the Human Resources Department will notify the employee, in writing, and advise the employee what additional information is required. The City will provide the employee with seven (7) additional days from the date the Human Resources Department sends written notice to cure any deficiency. If the deficiencies are not cured with the seven-day deadline, the City may deny the taking of FMLA leave. The Human Resources Department may contact the

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health care provider for purposes of clarification and authentication after giving the employee the opportunity to cure any deficiencies.

- F. Physical Ability Tests: Employees in positions requiring a post job offer physical ability test may be required to complete and pass the fit-for-duty physical ability test prior to returning to work from FMLA leave if the leave was due to the employee's serious medical condition.
- G. Documenting Family Relationships: If an employee elects to take FMLA leave in order to care for a qualifying family member or to care for a covered service member, the employee may be required to provide reasonable documentation confirming the family relationship.

VII. Certifications For Qualified Exigency Leave

- A. Active Duty Orders: The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the active duty service.
- B. Certification Form: The employee must complete and submit to the Human Resources Department the appropriate certification form (FMLA Form – Certification of Qualifying Exigency for Military Family Leave) in support of his/her need for leave. This form must be turned in within 15 days after the City requests it in writing.
- C. Verification: If the qualifying exigency involves meeting with a third party, the Human Resources Department may contact the individual or entity with whom the employee is meeting for purposes of verifying a meeting or appointment and the nature of the meeting. The City may also contact an appropriate unit of the Department of Defense to request verification of active duty or call to active duty status.
- D. Denial or Delay of Leave: Exigency leave may be delayed or denied if the employee fails to turn in the required certification within 15 days from the date written notification is sent by the City. If the certification is incomplete or insufficient, the Human Resources Department will notify the employee in writing and advise the employee what additional information is required. The City will provide the employee with seven additional days to cure any deficiency. If the deficiencies are not cured with the seven-day deadline, the City may deny the taking of FMLA leave.

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VIII. Intermittent Leave

An eligible employee may take FMLA leave on an intermittent or reduced schedule basis for his/her own serious health condition, or to care for a seriously ill spouse, child, parent or covered service member with a serious injury or illness. The employee must provide certification from the health care provider caring for the employee and/or family member, documenting the need for the intermittent or reduced leave.

- A. Birth or Placement of Child: Intermittent leave or reduced schedule leave may be taken to bond with or care for a healthy child due to birth, adoption, or foster care placement. The bonding leave must be taken within one year of the birth or placement of the child and can be taken in blocks of time of no less than one-week increments or two (2) consecutive 24-hour shifts for a shift firefighter.
- B. Scheduling Planned Medical Treatment: When an employee intends to take leave for planned medical treatment for him/herself or for his/her spouse, child or parent, the employee is expected to consult with his/her supervisor and try to schedule the treatment so as not to unduly disrupt the City's operations, subject to the approval of the treating health care provider. This should be done prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the employee and the City.
- C. Temporary Transfer: The City may temporarily transfer the employee to an alternative position (with equivalent pay and benefits, but not necessarily equivalent duties) in order to better accommodate an employee's intermittent or reduced leave schedule. Temporary transfers must be pre-approved by Human Resources.
- D. Minimum Increments: Intermittent leave will be counted in increments no greater than the shortest period of time used by the City to account for use of other types of leave.
- E. Exempt Employees: Exempt employees using unpaid intermittent or reduced schedule FMLA leave may be docked for absences of less than a day without jeopardizing their exempt status under the Fair Labor Standards Act (FLSA).

IX. Continuation of Benefits

- A. Group Health Insurance: During any period of FMLA leave, the City will continue to pay its portion, if any, of any group health insurance coverage for the employee on the same terms as if the employee had continued to work. Where applicable, the employee must timely pay his or her share of health insurance premiums while on FMLA leave. The City will advise the employee of the terms and conditions for making such payments. Failure to pay premiums in a timely manner will result in suspension of group health coverage until the employee makes the payments or returns to work. The City

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may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave, unless the employee is unable to return due to a serious health condition, the serious injury or illness of a covered service member, or another reason beyond the employee's control. Medical certification is required under such circumstances.

- B. Other Benefits: The employee's use of FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of the employee's leave, and seniority will not be affected while on FMLA leave. However, benefit accruals such as vacation and sick leave will be suspended during any unpaid leave.
- C. Holidays: When an employee takes a full work week of FMLA leave and a holiday occurs within that week, the week is counted as a full week of FMLA leave. If, however, an employee uses FMLA in increments of less than a week, the intervening holiday does not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work on the holiday. In accordance with the Holiday Policy, employees on paid FMLA leave are paid for holidays if the holiday occurs during the approved FMLA leave period.
- D. TMRS: Contributions to TMRS will cease when an employee on unpaid leave stops getting a paycheck from the City and will resume after the employee returns to a paid status.

X. Job Restoration After FMLA Leave

- A. Upon return from FMLA leave, an employee will normally be restored to his/her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions. An employee, however, has no greater right to reinstatement than if he/she had been continuously employed during the period of FMLA leave. Further, the City may delay restoration to original jobs for employees who fail to timely provide a fitness-for-duty certification to return to work.

XI. Key Employees

- A. Under certain circumstances the City is not required to reinstate key employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the City's operations. A "key" employee is a salaried, eligible employee who is among the highest paid 10 percent of employees within 75 miles of the worksite. An employee will be notified of his/her status as a "key" employee, when applicable, after requesting FMLA leave.

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XII. Other Employment During FMLA Prohibited

Under no circumstances may an employee on FMLA leave, sick leave, disability leave, or workers' compensation leave engage in outside employment unless expressly authorized in writing in advance by the Department Director, Human Resources Director and the City Manager.

XIII. Fraud

An employee who fraudulently obtains FMLA leave is not protected by the FMLA's job restoration or maintenance of health benefits provisions. Further, an employee who commits fraud will be subject to disciplinary action up to and including termination from City employment.

XIV. FMLA Statute and DOL Regulations

More detailed provisions and definitions of some of the terms used in this policy are set out in the Act and in the DOL's regulations. This policy is intended to explain benefits available to eligible employees under the FMLA. It is not intended to create any rights to leave beyond those created by the FMLA. If additional information is needed on the FMLA, please contact the Human Resources Department. The City will refer to the Act and the applicable DOL regulations in carrying out this policy, as well as any relevant court interpretations and decisions. This policy does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his or her rights and responsibilities under the FMLA. In addition, employees may contact the nearest office of the U.S. Department of Labor's Wage & Hour Division or the Department of Labor's website for more information.

XV. Illegal Practices

Absences for FMLA-eligible reasons are employee entitlements under the federal FMLA law, if all required conditions are met. As such, legitimate FMLA absences must not be counted against employees under attendance policies unless the employee fails to submit required medical certification when requested to do so and only upon consultation with Human Resources. The taking of approved FMLA leave may not be used as a negative factor in disciplinary actions, performance evaluations or promotions.

XVI. Mandatory Reporting Of Improper Handling Of FMLA

Employees must immediately report, in writing, to their Department Director or the Director of Human Resources, the following so that the City can investigate and respond appropriately:

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- A. Any interference with, restraint or denial of the employee's right to take FMLA or any rights protected by the FMLA or this policy.
- B. Any discrimination or perceived acts of discrimination against the employee for any right protected by the FMLA or this policy.
- C. Any refusal by a supervisor to authorize FMLA leave or attempt to discourage an employee from taking FMLA leave.
- D. Any attempt to avoid the City's FMLA responsibilities.
- E. Discrimination or retaliation against an employee for exercising or attempting to exercise FMLA rights.
- F. Discrimination or retaliation against an employee for opposing or complaining about any unlawful practice under the Act or this policy

XVII. Definitions

More detailed definitions of some of the terms used in this policy are set out in the Act and in the Department of Labor regulations.

- A. Son or Daughter – FMLA regulations define a “son or daughter” as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in the place of a parent) who is either under 18 years of age or is 18 years of age or older and “incapable of self-care because of a mental or physical disability” at the time FMLA leave is to commence.
- B. 12-Month Period for Covered Service Members - The 12-month leave period for calculating leave to care for a covered service member with a serious injury or illness is the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins. During this 12-month period, the maximum FMLA leave an employee may take for any qualifying reason is limited to a combined total of 26 weeks.
- C. Covered Military Member – the employee's spouse, son, daughter, or parent on active duty or called to active duty status.
- D. Covered Service Member – a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation,

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or therapy.

- E. Covered Veteran - a veteran who was honorably discharged within the five-year period prior to the family member's need for leave to and who is receiving treatment for a condition that was caused or aggravated during the line of duty, or recovering from a serious illness or injury.
- F. Next of Kin of a Covered Service Member –the nearest blood relative other than the covered service member's spouse, parent, or child in the priority established by the DOL.
- G. 12-Month Period for All Other FMLA Leave - To determine eligibility for all other leave, the City uses a rolling 12-month period measured backward from the date of any FMLA leave. This means that each time FMLA leave is requested and/or designated by the employee/supervisor, Human Resources will determine how much FMLA leave has been taken 12 months prior to the first date of the most recent FMLA leave request received. Based on the findings, the amount of leave taken in the prior twelve months will determine the amount of leave remaining to be used.
- H. Health Care Provider (HCP) – a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services.
- I. Incapacity – the inability to work, attend school or perform other regular daily activities.
- J. Serious Health Condition - For purposes of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - 1. Inpatient care – an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care;
 - 2. Continuing treatment by a health care provider (HCP) - includes one or more of the following:
 - a. Incapacity & Treatment - a period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves treatment: (i) two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist), by a HCP or under direct supervision of, under orders of, or on referral by, a HCP, or (ii) by a HCP on at least one occasion which results in a regimen of continuing

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treatment under supervision of the HCP. The first (or only) in-person treatment visit must take place within 7 days of the first day of incapacity.

- b. Pregnancy & Prenatal care - any period of incapacity due to pregnancy or for prenatal care;
- c. Chronic Conditions - any period of incapacity or treatment for such incapacity due to a chronic serious health condition which (i) requires periodic visits (at least twice a year) for treatment by, or under the direct supervision of a HCP, or (ii) continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
- d. Permanent or Long-Term Conditions - a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease);
- e. Conditions Requiring Multiple Treatments - any period of absence to receive multiple treatments (including any period of recovery) by, or under the supervision of, under orders of, or on referral by, a HCP either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment (e.g., chemo or radiation for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).

Unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are not serious health conditions. In addition, routine physicals, eye examinations, and dental examinations are not considered treatment.

- K. Qualifying Exigency – eligible employees may take FMLA leave for one or more of the following qualifying reasons:
 - 1. short-notice deployment; leave for this purpose can be used for a period of seven or less calendar days from the date the member is notified;
 - 2. military events and related activities such as official ceremonies and programs sponsored by the military and to attend family support or assistance programs and informational briefings;
 - 3. childcare and school activities;

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4. financial and legal arrangements in preparation of deployment e.g. preparing or updating a will or living trust etc.
5. counseling;
6. rest and recuperation;
7. post-deployment activities;
8. additional activities arising out of the call to active duty status provided that the employee and the City agree that such leave qualifies as an exigency, and agree to both the timing and duration of the leave.

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5.09 – Break time for Nursing Mothers

Lactating mothers may use time during the standard workday for milk expression. This may include various combinations of standard paid break periods, lunch periods and other time as necessary. Lactating mothers must be afforded flexibility in their work schedules, such that the use of accrued leave or leave without pay is not required to cover time used for milk expression. While in general, this may require two to three lactation breaks a day, scheduling will be arranged on a case-by-case basis and be based on the specific needs of the employee. Departments will provide a private location, shielded from view and free from any intrusion from others, to express breast milk. A bathroom, even if private, does not qualify as a location. While a private space does not have to be established strictly for the use of the breastfeeding employee, it does however, have to be available any time the employee needs to express milk. Affected employees are required to inform their supervisors when they need an accommodation for milk expression.

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5.10 – Military Leave

To provide eligible employees with military leave benefits pursuant to state and federal law.

I. Definitions

- A. Military Leave: Leave to be used solely for the purpose of fulfilling short term annual military training obligations.
- B. Extended Military Leave: Leave which goes into an extended active duty status of any branch of the United States armed forces.

II. Procedures

- A. Employees must notify their immediate supervisor and Human Resources immediately upon receiving notification, or not less than 30 days before their pending duty, whichever occurs first.
- B. Written performed duty verification must be submitted prior to the leave or within a reasonable period of time in order to confirm payment of military pay and to confirm the veteran's re-employment rights. Verification may include, but is not limited to, orders, drill letters, training schedule and signed duty verification from the officer in charge.

III. Military Leave

- A. Employees will receive military pay at their normal base rate for up to 15 work days in a calendar year. Military Leave beyond 15 days may be paid, at the employee's discretion, using accrued compensatory, personal day or vacation time (accrued sick leave may not be substituted). The employee may also choose to take the remaining leave as unpaid.

IV. Extended Military Leave

Employees on Extended Military Leave may be paid, at the employee's discretion, using any remaining 15 days of military pay, accrued compensatory, personal day or vacation time (accrued sick leave may not be substituted). The employee may also choose to take the remaining leave as unpaid. Employees may request to receive payment for any accrued, unused personal day, vacation, holiday, or compensatory time at the start of unpaid extended military leave. The City will pay the employee's and City's portion of medical and dental benefits for sixty (60) days, unless the employee elects military medical and dental coverage.

V. Supplemental Pay

Any regular full-time employee who has been called to active duty (Extended Military Leave) will receive supplemental pay if their military salary is less than their City salary. The amount of supplemental pay is the difference between the City salary and the military salary. Supplemental pay is available until an employee is no longer called

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to actively serve in the military, their monthly military salary exceeds their regular City salary, or for up to five (5) years, whichever occurs first. The employee is responsible for notifying Human Resources if their military salary changes while on active duty.

VI. Benefits

- A. The City shall provide at no cost to the employee all medical and dental benefits for the regular full-time employee and their dependents during such period of sixty (60) days (Extended Military Leave) unless the employee elects military medical and dental benefits. Longevity pay, life insurance and other benefits will not be provided during such leave.
- B. Upon an employee's return to employment following Extended Military Leave, the employee will be given the opportunity to enroll or make any changes to desired benefits (i.e., medical, dental, vision, etc.).
- C. While on paid Military Leave, excluding the supplemental pay benefit, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. While on unpaid Extended Military Leave, benefit accruals will be suspended and will resume upon the employee's return to active employment.

VII. Returning from Leave

- A. An employee who leaves City employment to enter active military service shall be restored to employment in the same position held upon entrance to active military service, or in a position of comparable status and pay, if the employee:
 - 1. is physically and mentally qualified to perform the essential duties of the position;
 - 2. was discharged, separated, or released from active military service under honorable or general conditions;
 - 3. Has not been in active military service for more than five (5) years; and
 - 4. Makes written application for reappointment and presents evidence of the discharge, release, or separation from military service within the time constraints prescribed by USERRA.
- B. The deadline for an employee to return to work and/or notify the City that they intend to return to work following Extended Military Leave depends upon how long the employee's military service lasted:
 - 1. For service of less than 31 days, employees have 8 hours following their release from service to report to their next scheduled work period.
 - 2. For service between 31 and 180 days, employees have 14 days following their release from service to apply for reemployment.

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3. For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.
- C. These deadlines may be extended for two (2) years or more when an employee suffers service-related injuries that prevent the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits unreasonable, according to the provisions of USERRA.

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Chapter 6 – Compensation

6.00 - Payroll

I. Purpose

To establish a wage and hour administration policy in compliance with the Fair Labor Standards Act, as amended.

II. Definitions

A. Exempt Employees

An *exempt* employee is one who *is not covered* by the overtime provisions under the Fair Labor Standards Act (FLSA or Act).

B. Non-exempt Employees

Non-exempt employee is one who is covered by the overtime provision under the FLSA and will be paid overtime or receive compensatory time, per departmental policy, for hours worked in excess of 40 hours per workweek except as otherwise stated by policy, statute or regulation.

C. Workweek Period

The workweek normally begins at 12:01 a.m. on Monday, and ends at midnight on the following Sunday.

D. Work Period (Fire and Police Department shift employees)

The work period for which the city calculates overtime hours for Fire department shift personnel will be not less than 7 and not more than 28 consecutive days. Eligible employees will receive overtime pay for any hours worked in excess of 212 hours in the 28-day period. The Police Department, in certain cases, has a differing work period dependent upon the hours worked by officers.

E. Hours Worked

The time that the City requires or permits non-exempt employees to be on duty is considered hours worked. Sick leave is not considered hour worked. All other paid leave, including, holidays, compensatory time, vacation, jury duty and bereavement leave will be considered hours worked.

F. Pay Period

Individual paychecks are issued biweekly for each pay period.

III. Direct Deposit

A. It is the policy of the City of Celina that all employees participate in Payroll direct deposit. It is the employee's responsibility to provide accurate banking information to payroll (routing number, account number). Employees must submit a voided check or letter from their banking institution along with the proper direct deposit change form when enrolling or changing direct deposit information.

B. Once the direct deposit form is received in Payroll, it may take up to two (2) payroll

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cycles for the actual direct deposit to take effect. During that time, the employee will receive a payroll check.

- C. Employees are advised to contact Payroll when contemplating closing their bank account(s), to assure that direct deposit payments are not in transit and to minimize the possibility of delayed payments.
- D. Payments credited to bank accounts incorrectly via direct deposit will be reversed by the City of Celina as soon as the error is noted. A corrected entry will be processed as quickly as possible once the city has received the funds credited back from the incorrect banking account and credited via direct deposit as available. If correction by direct deposit is not feasible, a check for the correct amount will be issued by the City of Celina. In the event that an employee has withdrawn funds which were erroneously credited to their account and City of Celina is unable to execute a reversal of the erroneous entry, Payroll will arrange repayment with the employee.
- E. The employee's paycheck is payment from the City to the employee for services the employee has rendered, less any applicable deductions. If the employee does not report paycheck errors promptly, the City will rectify any errors upon notification as required by law. If the employee does not understand how to figure their pay or how to read their check, the employee should seek help from Payroll, so that it can be properly explained to the employee.

IV. FLSA Responsibilities

- A. The City of Celina is responsible for ensuring compliance with the Fair Labor Standards Act in the classification of positions, policy development, training, payroll, and child labor standards. The Human Resources Department is responsible for the overall administration and interpretation of that Act.
- B. Department Directors are responsible for ensuring compliance with the policies and procedures outlined in this policy. Department Directors will be responsible for requesting exemption status changes and reporting any changes, which may affect that status.
- C. Each Director is responsible for exercising adequate supervision to ensure that employees comply with established work schedules and that unscheduled work is performed only in bona fide emergencies. The mere establishment or communication of work schedules does not relieve directors, managers or supervisors of their responsibility for controlling work time. Directors/Managers are responsible for controlling starting and stopping times whether within or outside the usual work schedule. Directors/Managers and supervisors are responsible for the recording of hours worked as they actually occur.
- D. It shall be the duty of employees to comply with departmental work schedules and avoid performing work that is unscheduled or non-directed outside of assigned work schedules or assignments for bona fide emergency situations.

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Chapter 6 – Compensation

6.01 – Overtime and Compensatory Time

- I. Human Resources will determine, according to the Fair Labor Standards Act, whether a position is exempt or non-exempt.

A. Overtime

Overtime, when ordered for the maintenance of essential City functions, shall be allocated as uniformly as possible among all eligible employees, and will be paid in accordance with applicable law. Department Directors are responsible for exercising adequate supervision to ensure that employees are complying with established work schedules.

1. Eligibility

Overtime pay or compensatory time will be given to non-exempt employees for hours worked in excess of the regular scheduled workweek or applicable work period.

2. Non-exempt Positions

- a. Eligibility - Department Directors have the authority to approve, with the employee's request, whether the department's non-exempt employees can work overtime, compensatory time, or a combination of both, for overtime worked. The Department Director is the final authority for compensation method utilization and will take into account the department overtime budget and operational demands.
- b. Rate – Overtime pay for non-exempt employees shall be at one and one-half (1.5) times the employee's regular rate of pay. Overtime calculations for premium pay such as certification pay will be at one-half (.50) times the employee's regular rate of pay. Compensatory time - Shall be credited at the rate of one-and-one half (1.5) hours credit per one hour worked. Official compensatory time records shall reflect the product of actual hours worked, multiplied by 1.5.
- c. Accumulation – Non-exempt employees shall not accumulate more than eighty (80) hours of compensatory time. A lower maximum may be set by department policy, based on operational demands. Department Directors can work with the City Manager for approval of more than eighty (80) hours of compensatory time. The Department Director will advise the Director of Human Resources and the Director of Finance of any time approved by the City Manager over the eighty (80) hours.
- d. Use of compensatory time - Employees may take compensatory time off within a reasonable period following their request. Compensatory time off must not unduly disrupt departmental operations and must have prior supervisory approval. In order to

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reduce the financial impact of compensatory time accruals, Department Heads may require the use of compensatory time.

- e. Payment upon termination - Non-exempt employees shall be paid for accumulated, unused compensatory time upon termination, regardless of the reason for termination.
- f. Record-keeping - Department Directors/division managers and their employees are responsible for current, accurate compensatory time records for their non-exempt employees.

3. Unauthorized Overtime

Authorized overtime shall require the approval of the supervisor or, in some cases, the City Manager. Employees who work unauthorized hours may be subject to disciplinary action, up to and including termination.

B. Exempt Employees

- 1. Exempt employees are not eligible to accrue overtime or receive compensatory pay.
- 2. Exempt employees may be required to report to their shift for the entire work period. Unauthorized absences during a shift shall be addressed as a performance issue and may be subject to deductions from appropriate leave banks or be deducted from salary.
- 3. Exempt employees shall use sick and vacation leave for partial and full day absences and record on the City of Celina time keeping system.
- 4. Due to the obligations for exempt employees to attend after hour meetings and work on projects outside of regular work hours, an exempt employee's immediate supervisor has the discretion to flex time periodically so an exempt employee may have time off keeping in mind our fiduciary duty to those we serve. This will be the exception and not the rule of operations.
- 5. Use of exempt time off in increments greater than four hours within a work day must be recorded on the City of Celina time sheet. Use of any leave must be done with prior approval of the employee's immediate supervisor.

II. Compensatory Time

- A. Compensatory time off ("comp time") is paid time off the job that is earned and accrued by a non-exempt employee instead of payment for working overtime hours. Part-time, seasonal, and temporary employees are not eligible to accrue compensatory time.
- B. All regular full-time employees classified as non-exempt employees may accrue compensatory time at a rate of one and one half time (1.5) their regular rate. Employees who do not work a standard 40-hour workweek (i.e., Police and Fire employees who are covered under 207(k) of the FLSA and applicable

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provisions of state law) will accrue compensatory time based on their work cycle. The maximum accrual for compensatory time is as follows:

1. Employees assigned to a standard 40-hour workweek may accrue up to 80 hours;

A non-exempt employee who has accrued the maximum compensatory time will be paid for any overtime worked in accordance with the Fair Labor Standards Act.

C. Exempt Employees

Exempt employees are expected to perform job duties that are not strictly defined by an established number of hours. Exempt employees are expected to work whatever hours are necessary to accomplish required responsibilities. Exempt employees will not accrue compensatory time.

D. Usage

1. Compensatory time accrued and used by employees will be recorded on individual time sheets to be forwarded to payroll and maintained as official records.
2. Employees may take compensatory time off within a reasonable period following their request. Compensatory time off must not unduly disrupt departmental operations and must have prior supervisory approval. In order to reduce the financial impact of compensatory time accruals, supervisors may require the use of compensatory time prior to use of vacation time.
3. When practical, in the judgment of the supervisor, employee work schedules should be adjusted to reduce the necessity of overtime. Non-exempt employees must receive prior approval from their supervisor prior to working overtime. Working unauthorized overtime by non-exempt employees shall be considered grounds for disciplinary action.
4. City policy requires all applicable leave to be used prior to authorizing an unpaid leave of absence. In accordance with this directive, compensatory time and other leaves will be automatically substituted when there is an insufficient balance of a requested leave.

E. Payouts

1. Non-exempt employees will be paid for accumulated, unused compensatory time upon separation of employment, regardless of the reason for separation.

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6.01 – Overtime and Compensatory Time

2. If a non-exempt employee is promoted, any accrued, unused compensatory time shall be the discretion of the City if this is paid out at his/her rate of pay for the position held before the promotion or if the compensatory time will carry over to his/her new role at the prior rate of pay.
3. Any time a non-exempt employee with accrued compensatory time accruals transfers to another department, their accrual shall be cashed out at their current hourly rate. If an employee transfers to another division within the same department, their accrual shall not be cashed out.
4. Non-exempt, full-time employees transferring from a regular full-time position to a regular part-time, seasonal or temporary position will be paid for any accrued, unused compensatory time at the time of transfer.

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6.02 – Classification Process

The purpose of a position classification plan is to organize all City positions into groups or classes on the basis of similar duties, responsibilities and qualification requirements as outlined in the job descriptions. Equitable pay is assigned on a class basis in order to provide comparable pay for substantially equal work performed. The pay system is built to meet all criteria associated with the concepts of internal equity, i.e., equal pay for equal work, equal pay for similar work and equal pay for comparable work.

I. Classification review of a position

- A. To review positions in which job responsibilities have changed substantially;
- B. To determine whether the position may need to be reassessed or may fit into another job classification; and/or
- C. To classify new positions.

II. The classification plan was designed to provide the City with a fair market assessment using comparable entities, both public and private where applicable. Where positions are unique and are not deemed comparable, internal comparisons can be made to assess internal equity for an appropriate job classification through the use of compensable factors.

III. Reclassifications of positions generally occur when the job duties and/or responsibilities of the position are materially changed to such a degree that they are no longer comparable to like jobs within the same range throughout the City. A reclassification does not create a vacancy in the number of budgeted positions.

IV. Requests for review will coincide with the annual budget process to ensure any changes to personnel costs can be addressed at that time. If unforeseen circumstances arise during the fiscal year, requests for review will require prior approval from the City Manager's office before initiating the review.

V. Position Review Process

- A. No classification changes shall be made within a department/division without first obtaining Director of Human Resources and City Manager approval for review. Any changes of this magnitude must be approved before they are made. Any mid-year changes must be accompanied by a funding plan. The Department Director shall complete the appropriate reclassification paperwork and submit it to the Director of Human Resources, who must agree with and approve the request. If an employee believes that his/her position is improperly classified, that employee may provide specific concerns to the Department Director regarding the classification.

Position classification can neither be grieved nor appealed.

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6.02 – Classification Process

- B. For new positions, the Supervisor will complete the City-approved job assessment tool to fill a position. For current positions, the incumbent will with the supervisor's approval, complete the City-approved assessment tool. The information submitted for review must be precise, detailed and up-to-date. When completing the request, it is important to remember it is the position being reviewed and not the employee currently in the position. The changes requested must be applicable to not only the current employee but must also serve as minimum requirements for future employees.
- C. After review and approval by the appropriate supervisor(s), Division Manager, and Department Director, the forms will be submitted to the City Manager's office. If any supervisor or manager does not agree that the position warrants review, they will list the reason(s) and send it to the Department Director, who will make the final departmental decision and ensure the requestor is notified of the outcome.
- D. The City Manager, or designee, will review the information and will decide whether or not Human Resources will conduct the classification review.
- E. The position review will focus on the actual position and job classification, not the person, personality, or performance.
- F. Human Resources will forward a written recommendation to the City Manager's office for review and disposition. The division/department will be notified of the outcome.
- G. If the recommendation is approved by the City Manager's office, the appropriate paperwork will be processed by Human Resources. Human Resources will create a job description based on the City-approved job assessment tool and will send it to the division/department for review and proper signatures. The Human Resources Department shall be aided by departments in the classification preparation and maintenance process by submitting job descriptions any time there is reason to believe that there has been a change in the duties and responsibilities of one or more positions, each time a new position is established for incorporation into the plan or each time a department or division is reorganized.
- H. The Director of Human Resources shall be responsible for the review and recommendation to the City Manager of the adoption of duties, responsibilities and qualifications as written in the job description. The Director of Human Resources shall recommend allocation of positions to specified classes in the classification plan. Generally, pay range adjustments will be considered on an annual basis in conjunction with budget preparation. Pay range adjustments will be effective for all employees with the same title within the pay plan.
- I. Any reclassifications will be effective only on the first day of a pay period. Any increases where warranted, but not guaranteed with a reclassification, will be

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evaluated at the time of reclassification by the Director of Human Resources.

- VI.** There should be a wholesale review by an outside contracted entity of all positions every three (3) years.

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6.03 – Longevity Pay

Regular full-time employees will be paid longevity pay at the rate of \$5 per month of service to a maximum of \$1,200 annually based on their hire date. Payments are distributed annually (first payday in December) as designated by city management and will be applicable to employees actively employed on the date of payment. The longevity pay will be pro-rated for employees leaving employment and will be added to their final check.

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6.04 – Bilingual Pay

I. Purpose:

The purpose of this policy is to establish guidelines regarding bilingual skill certification pay for eligible City of Celina employees. City of Celina employees frequently use bilingual skills to enhance the performance of position duties to better serve citizens of the City of Celina.

II. Levels of Bilingual Certification Pay:

Bilingual certification pay will be awarded in the following areas:

- A. Speaking or being able to converse at a minimum of B1 level based on current proficiency scale.
- B. Writing or being able to properly write the language at a minimum of B1 level based on current proficiency scale.

III. Eligibility:

- A. This policy is applicable to all regular full time and part time employees in all departments of the City of Celina. All regular employees will be eligible for bilingual certification pay. The Department Director will identify positions and/or persons eligible to receive higher levels of bilingual certification pay within their department when:
 1. The possession of the bilingual skill is beneficial in the performance of the employee's and/or department's duties.
 2. The normal work station of the qualifying employee is such that they are reasonably available to employees and citizens needing assistance to translate from English to another language; or from another language to English when called upon to do so.
 3. The secondary language is used by any group constituting at least 5% of the residents of the City of Celina. Other languages will be considered by the Director of Human Resources on a case-by-case basis on recommendation of the Department Director.
- B. Employees in positions eligible to receive bilingual certification pay must achieve a passing score (currently level B1) in a testing process established to measure proficiency.
 1. Testing requirements for bilingual certification pay will primarily involve verbal, reading and written language skills and translator ability.
 2. All testing will be done by an independent consultant selected by the City of Celina.
 3. The City of Celina will pay for the employee's first bilingual language

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certification test. The employee must pay the cost of any subsequent attempts to be certified. The City of Celina will reimburse the employee for the cost of a successful retest.

4. Arrangements to take the certification test must be made through the Human Resources Department.

IV. Guidelines:

- A. Any employee receiving bilingual certification pay is expected to assist other non-bilingual employees in the translation of documents and assistance of the public. Assistance may be required for other departments or areas that extend beyond the employee's normal scope of responsibilities.
- B. An employee receiving bilingual certification pay who declines reasonable assistance to non-bilingual employees or assistance to the public may have their bilingual certification pay revoked at the discretion of the Director of Human Resources.
- C. Each department is responsible for re-evaluating the need for bilingual skills on a periodic basis and contacting the Human Resources Department should those needs change.
- D. An employee receiving bilingual certification pay may be asked periodically to retake the proficiency test. Bilingual certification pay may be discontinued if a passing level of proficiency is not maintained.
- E. The Human Resources Department may periodically conduct a random sample of the positions and screen incumbents to ensure the continued need for additional bilingual skills and that employees remain proficient in those skills. Any costs associated with random skills assessments will be paid by the City.
- F. Determinations regarding an employee's eligibility for bilingual certification pay may be appealed to the Director of Human Resources whose decision will be final.
- G. There is no additional compensation for certification in multiple languages.

V. Procedures:

- A. Application for bilingual certification pay: The Department Director will submit in writing, the names of employee's eligible to test for bilingual certification pay. The Human Resources Director will review the applications.
- B. Testing. The Human Resources Department will arrange for the

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employee to take the certification exam(s). Successful completion of the certification exam will result in the employee receiving certification pay for bilingual language skills effective the first pay period of the month following the exam. Certification pay will not be retroactive. The bilingual language certification pay will be awarded in the following areas:

Levels of Bilingual Language Certification	Monthly Pay for Full Time Employee*	Monthly Pay for Part Time Employee*
Reading	\$50	\$25
Writing	\$50	\$25

*Paid out bi-weekly.

Testing results will be sent to the Human Resources Department and the employee. Nothing in this policy is to be construed a contract between the City of Celina and its employees. The City of Celina reserves the right to change, modify, amend, revoke or rescind all or part of this policy in the future

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6.05 – Certification and Education Pay

I. General Requirements

- A. It is the policy of the City to encourage its employees to participate in advanced education and training. Additional training and education are important to the employees and is an overall benefit to the City. It is the intent of this policy to establish criteria by which compensation for education, licensing and certificates may be given. Education and certification pay shall be available to regular full and part-time employees who have completed their introductory period.
- B. The City may change an employee's pay rate based on the employee receiving a certification(s), and/or academic degree (s), for their position.
- C. Each department is responsible for re-evaluating the need for bilingual skills on a periodic basis and contacting Human Resources should those needs change.
- D. Each Department, division or section is responsible for maintaining up-to-date records of their employees' certificates and licenses; to keep the Human Resources department updated on any changes in status to either an employee, as it pertains to this section; and to notify Human Resources when an employee is no longer eligible to receive pay under this section.
- E. Total of all certification(s) and licensing shall not exceed \$150.00 per month.
- F. Managers and positions above are not eligible for certification and education pay stipends unless approved by the City Manager.

II. Certification Pay

- A. In order to receive compensation, a certificate must be received and used in the employee's work responsibilities and must NOT be a minimum requirement for their position. Should an employee transfer to a department where the training becomes applicable, the employee may then be eligible for certification pay. Certification pay may be forfeited if a transfer places the employee where the additional pay is not applicable.
- B. Payments are made on a bi-weekly basis. Certification pay will only begin upon presentation of the original document by the employee to the Human Resources Department. To qualify for the program, certificates, licenses or college degrees must be obtained from a State accredited college or university, a State certification or licensing agency and/or a recognized professional association performing a similar certification or licensing function for personnel in the applicable profession, and must be maintained in an active status. Certificates, licenses, or college degrees must also be directly related to an employee's present position, and current job duties, profession and/or occupation. To qualify for the program, a certificate, license, or college degree must not be a job requirement for the employee's present position. Should certification/license lapse, it is the employee's responsibility to immediately notify their supervisor and Human Resources Department. If an employee is

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6.05 – Certification and Education Pay

promoted or moves into a position that is ineligible for this program, the employee will cease receiving the pay on the effective day of the promotion or move.

- C. Bilingual Certification – This pay is for skills used to enhance the performance of position duties to better serve citizens of the City of Celina. The Department Director, in conjunction with Human Resources will identify positions and/or persons eligible to receive bilingual certification pay based organizational need.

1. Employees in positions eligible for bilingual pay must achieve a passing score in a process established to measure proficiency.
2. The City will pay for the first bilingual language certification test. The employee must pay the cost of any subsequent attempts to be certified. Arrangement to take the test are made through Human Resources.
3. Any employee receiving bilingual pay is expected to assist other non-bilingual employees in the translation of documents and assistance of the public.

- D. Certification Training Reimbursement Agreements

1. With approval of Department Director, the City will pay for the cost of job related certification training, and subject to annual budget appropriation. However, should an employee elect to voluntarily leave the employment of the City within six (6) months of receiving said training, the employee shall reimburse the City for its cost if it exceeds \$1,000.

III. Academic Education Pay

- A. Academic education pay will be granted to employees with the following degrees from an accredited college, provided it is not a requirement for their position, the degree is applicable to the employee's work responsibilities and it is subject to annual budget appropriation. College degrees received from colleges and universities will only be recognized if accreditation is verified through the Department of Education National Database of Accredited Postsecondary Institutions and Programs. Academic Education pay may be granted to employees with degrees from foreign countries provided that the Institutional Research Foundation verifies the authenticity of the degree(s) and establishes relevant equivalency to degrees awarded by accredited colleges and universities within the United States.
- B. It is the employee's responsibility to furnish documentation that proper accreditation by the Department of Education National Database of Accredited Postsecondary Institutions and Programs. The Human Resources Department will notify the Department Head upon hire of the new employee in their department if the employee has not supplied appropriate documentation. Until documentation is supplied, this monthly addition is not to be added.

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CERTIFICATION/LICENSURE PAY SCHEDULE

Certificates and Licenses

All City Departments:

- Unless listed herein, \$25 per month for each certificate or license up to a maximum of \$150.00 per month. Bilingual and degree pay will not count towards the \$150.00 maximum.
- Bilingual Certification – Speaking: \$50/\$25 per month (full/part time)
Reading and Writing: \$50/\$25 per month (full/part time)

Public Works (*non-cumulative*)

Certification/License	Amount Per Month
Water Class B	\$75.00
Wastewater Class B	\$75.00
Water Class A	\$100.00
Wastewater Class A	\$100.00

Police (*non-cumulative*)

Certification/License	Amount Per Month
Intermediate Police License	\$60.00
Advanced Police License	\$90.00
Master Police License	\$120.00

Fire (*non-cumulative*)

Certification /License	Amount Per Month
TCFP Intermediate	\$75.00
TCFP Advances	\$100.00
TCFP Master	\$150.00
Fire Investigator/Inspector Basic	\$50.00
Fire Investigator/Inspector Intermediate	\$75.00
Fire Investigator/Inspector Advanced	\$100.00
Fire Investigator/Inspector Master	\$150.00

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College Degrees:

Degree*	Amount Per Month
Associate	\$50.00
Bachelor	\$100.00
Post Graduate	\$150.00

*Non-cumulative

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6.06 – Response Time On-Call/Call Back Pay

I. Call Out/Back Pay

- A. Call out is an assigned duty to accomplish required work assignments after normal working hours in any department that does not have scheduled work hours on a 24-hour basis. Pay for call out will be based on arrival at the Public Works Facility or the location of the emergency with a minimum of two (2) hours credited work time for those who travel to and from an assigned worksite. Employees may be "called out" more than once in a two-hour period. Each call out does not constitute a two (2) hour call out if it is within the current two (2) hour call out period. Departure from the Public Works Facility or the location of the emergency constitutes the end of hours worked.
- B. Employees called out to work during emergencies will be compensated at his/her regular rate. If the call out causes the employee to exceed forty (40) hours, the employee will be compensated at his/her overtime rate. An emergency is defined as an unscheduled work time in which life is threatened or the welfare of the public is at risk and requires the immediate assistance of additional personnel. An example of public at risk would include a ruptured water main, blocked wastewater main or a requirement to respond to storm damage jeopardizing public safety.

II. On-Call/Standby Pay

- A. The City of Celina compensates employees who are designated and/or placed in a rotating on-call status for each 24-hour period for which they are designated as on-call. This policy applies to all employees in positions required to participate in a rotating on-call status.
- B. The supervisor or designee will be responsible for identifying and coordinating the on-call schedule and positions within the respective department. On-call status is based on Department discretion and Department scheduling.
- C. Eligibility for On-Call Pay
 - 1. The employee must be specifically assigned for on-call status for the 24-hour period.
 - 2. The employee designated as the primary on-call person must be able to respond to the call within 45 minutes of being contacted.
 - 3. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will not be considered call-back and is paid at the employee's regular rate of pay until the overtime threshold is reached.
 - 4. This personnel policy is providing general minimum standard guidelines for this policy, for compensation specific policies refer to the internal departmental policies.

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6.06 – Response Time On-Call/Call Back Pay

D. On-Call Payment

1. Civilian non-exempt employees who rotate on required on-call status will receive weekly stipend of \$75.00 per employee per week based off of the established 7-day work week period. Employees receiving the on-call stipend are not eligible for mileage to and from the workplace while receiving the weekly stipend.
2. On-Call Duty: On-call assignments are not compensable if:
 - a. Employees can be contacted by a pager or telephone; and
 - b. Have free (personal) use of the time while waiting for an assignment.
 - c. Pay will be considered overtime if the employee is non-exempt and has already recorded the hours required to meet the overtime threshold for their position.
 - d. On-call employees who do not return to the workplace, but who handle a workplace issue by phone or internet will be compensated based on a departmental policy, approved by the City Manager.

E. In all cases, employees must report their actual hours worked on their time sheets.

F. Departmental Policies. Each Department has its own internal procedures for handling on-call services. Departments may establish guidelines for varying levels of response to call-back situations depending upon the nature and importance of the services to complete.

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6.07 – Meal Periods and Break Periods

The City recognizes the need for employee breaks during the day to prevent undue fatigue and has scheduled the following breaks to accommodate this need:

- A. Employees are scheduled for either a one-hour lunch period or a 30-minute lunch period each day. Unless emergency circumstances exist, meal periods should not be less than thirty minutes. This time is generally not included as hours worked toward overtime. If less than 30 minutes, the time is considered hours worked.
- B. Depending on workload, employees may be given two brief rest/break periods of no more than 15 minutes one during the first half of the day and another during the last half of the day. The rest/break period is a privilege to be granted by supervisors depending on the various work locations, conditions, and workload. Rest/break periods shall not be combined or accrued.
- C. The Department Directors are responsible for scheduling individual rest/break periods and lunch to accommodate the needs of their departments.
- D. Employees shall be careful not to abuse rest/break period privileges, including restroom breaks.
- E. Employee schedules might deviate from the guidelines depending on the necessity for the successful completion of the job.

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6.08 – Membership Dues Payroll Deduction

I. Statement

It is the policy of the City of Celina to make payroll deduction available to employees who are members of a City-approved association or organization that requires membership dues. This policy applies to all employees of the City of Celina. This policy and its administrative procedures should not be interpreted as the City's endorsement of any employee associations and organizations.

II. Administrative Procedure

- A. The Director of Human Resources or designee will coordinate the written requests and verification of all payroll deduction membership dues requests. All requests will be forwarded to payroll for final processing. Employees must authorize in writing any and all payroll deductions prior to withholding.
- B. Employee Request for Membership Dues Payroll Deduction: The employee must submit the written request for payroll deduction for membership dues of designated associations or organizations to the Human Resources Department. The appropriate forms will be available in Human Resources during regular business hours.
- C. Administrative Fee: The City of Celina reserves the right to impose a reasonable administrative fee at any time after submitting written notification to the requesting employee and prior to initiation of the deduction. The fee imposed shall not exceed the amount currently used by the City for processing similar deductions. However, vendor- required processing fees will be the responsibility of the employee and will be included in the total amount deducted from the employee's paycheck each pay period.
- D. Frequency of Payroll Deductions: Deductions will be taken from 26 paychecks, after- taxes, on a bi-weekly basis (pay period). Requests for more or less frequent deductions will not be considered. Deductions will continue until the Human Resources Department receives written cancellation from the employee.
- E. Methods of Designating Payments: Accumulated deductions will be sent to the vendor periodically or as agreed upon. The method and frequency of payments sent will vary depending upon the guidelines of the vendor. The employee will be responsible for paying any set-up or processing fees required by the vendor. The fee will be included in the total amount deducted from the paycheck.
- F. Cancellation of Payroll Deduction: Payroll deduction for membership dues will cease after receiving a written notice requesting cancellation from the employee. The City of Celina has the authority to stop payroll deductions if it is determined that the employee association or organization has disbanded or is no longer sanctioned.

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6.09 – Travel time

Travel to and from work is generally not compensable, unless specifically approved by the City Manager. Travel time which is outside of regular working hours is generally not compensable, unless the employee is on call or if travel is approved by the City Manager.

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6.10 – Temporary Promotion/Assignment Pay

- I. On occasion, an employee is asked to perform a job duty well beyond the scope of their job description and a job classified at a higher pay grade. With concurrence of the City Manager in advance, the Department Director can work with the Director of Human Resources in order to provide a temporary pay amount for the role based upon the duties and assignments of the role. That temporary pay cannot exceed 5% or Step 1 of the role unless approved by the City Manager, or whichever is greater. Generally, this will only apply when an employee is filling in for another employee with a higher pay grade.
- II. Eligibility of temporary promotion pay increases requires that the employee must have worked, or be scheduled to work, a minimum of 30 calendar days in the new position. Pay increases will be effective at the start of the temporary promotion pay period.
- III. Police and Fire personnel covered by *Texas Local Government Code § 141.033* will be paid in accordance with paragraph (b), to wit; *"A member of the fire or police department who is required to perform the duties of a particular classification is entitled to be paid the salary prescribed for that position during the time the member performs those duties."* This however requires written confirmation of the higher classification assignment by the Department Director immediately before or after the employee's shift and is limited to only those hours wherein the actual duties unique to the higher classification are performed.
- IV. Pay After Demotion. Treatment of base pay due to demotion s is as follows:
 - A. For reassignment demotions, pay will be reduced a minimum of five (5) percent and new pay must be in the range of the reassigned pay grade.
 - B. Performance based and voluntary demotions will result in the employee's base pay being reduced and the employee's new salary will be determined by Human Resources and the Department Director with the approval of the City Manager.

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6.11 – Vehicle Allowance and Reimbursement

An employee may be given a monthly allowance for consistently using said employee's own vehicle for City business if the use is deemed necessary by the City Manager and budgeted funds are so designated. Alternatively, an employee who is authorized to use their personal vehicle for City business is eligible to receive expense reimbursement for mileage. If an employee is receiving a vehicle allowance, mileage reimbursement is not allowed unless one-way travel exceeds 100 miles.

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6.12 – Termination Pay

- I. Upon separation from employment, only employees who have completed their probationary/introductory period and are terminating shall be paid for unused vacation earned.
- II. Employees shall be paid any hours worked and overtime compensation due.
- III. Employees will be required to sign a release to deduct any indebtedness to the City which the employee might have incurred during his/her tenure with the city while following compliance within State and local guidelines.
- IV. If any employee dies while employed by the City, the City shall pay the beneficiary any unpaid pay, unused vacation and accumulated benefits as applicable to normal payouts.

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6.13 – Worker's Compensation

- I. The City carries a workers' compensation insurance policy. In cases of job related injuries, provisions and benefits available under workers' compensation are activated. **FML runs concurrently with any other leave as well as worker's compensation leave.**
- II. Employees must notify their immediate supervisor within 24 hours of an injury or illness that is work related so that a proper claim or notice of claim may be filed with the City's worker's compensation carrier.
 - A. Employees will clearly relay the place, time, and date of any work related illness/injury as well as any witnesses that were present.
- III. Employees may be paid temporary income benefits (TIBs) if their work-related injury or illness causes them to lose all or some of their wages for more than seven (7) days. TIBs are equal to 70% of the difference between an employee's average weekly wage and the wages they are able to earn after their work-related injury (i.e., if an employee was unable to earn any wages, they would receive 70% of their average weekly wage).
 - A. The City will offer salary continuation to eligible employees, who have an approved work-related injury or illness covered by workers' compensation insurance, after they have missed more than 7 days of work.
 - B. Worker Compensation will be paid on a weekly basis. Eligible employees may receive salary continuation which will supplement the employee's income up to their current rate of pay, excluding overtime. Employees who are eligible for salary continuation will be required to endorse their workers' compensation checks payable to the City of Celina for deposit. If the employee chooses not to endorse their worker's compensation check to the City of Celina, the employee forfeits their right to supplemental assistance and must use accrued sick and/or vacation as supplement of the worker's compensation wage. Salary continuation may be provided up to a maximum of 90 calendar days from the date of eligibility.
 - C. Employees whose normal schedule often includes overtime will not be given supplemental pay above 80 hours per pay period.
 - D. There will be a 90 calendar-day limit on supplemental pay benefits. If the employee remains unable to return to work, accrued sick, vacation and compensatory leave will be used until it is depleted or the employee returns to work.
 - E. Should there be an initial overpayment balance of benefits paid to the employee due to a delay in benefits from Workers' Compensation and the normal pay of the employee's salary, the employee will be required to sign a release to deduct any overage(s) of workers' compensation paid to the employee in incremental installments each pay period, until the balance is completely paid off.

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Chapter 7 – Employee Conduct

7.00 – Standards of Conduct

I. General

- A. The purpose of this policy is to implement effective personnel policies that encourage a productive work environment and set for the guidelines for ethical behavior. The City and its employees have a responsibility to conduct City business in an ethical manner, safeguard all assets of the municipality, and comply with all applicable federal and state laws, the City charter, local policies, rules, and regulations.
- B. The City is committed to a mutually rewarding and direct relationship with its employees and to providing customers, both external and internal, with excellent services. It is expected that City employees will adhere to certain rules and regulations that are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the City, or is offensive will not be tolerated.
- C. The City expects that employees will conduct themselves in a positive and professional manner in order to promote the best interests of the City, to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that both in business and personal life, employees refrain from any behavior that might be harmful to themselves, their coworkers, or the City.
- D. The City does not intend, nor does it assent to, any modification of any at-will relationship, established as a matter of policy, by setting forth specific types of conduct which are unacceptable.

II. Discipline

- A. In general, the City will use a progressive disciplinary system. Progressive discipline is NOT required. The City is not obligated to use all of the disciplinary steps and may begin the process at any level, up to and including immediate termination, depending on the severity of the conduct, the employee's work performance and prior disciplinary history and any other relevant factors. Depending on the circumstances of each case, disciplinary action may consist of one or more of the following:
 - 1. Oral counseling/verbal reprimand:
 - 2. Written reprimand
 - 3. Decision Making Leave (DML) with Performance Improvement Plan (PIP) with probation
 - 4. Termination

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- B. Documentation: All discipline, other than documented oral warning/employee consultation/verbal reprimand, must be sent to the Human Resources Department for placement in the employee's personnel file. Departments should keep record of oral warnings, verbal reprimands and consultations and provide a copy to the Human Resources Department.
- C. Supervisory Responsibility: All employees with the responsibility and authority to supervise and direct employees under their control shall:
 - 1. Administer policies and procedures within their scope of authority;
 - 2. Document their subordinates job performance, conduct, and behavior as appropriate;
 - 3. Conduct evaluations of subordinates in a timely manner; discipline their subordinates as appropriate;
 - 4. Address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.
 - 5. Prior to disciplinary action, the supervisor will conduct a thorough examination of the situation before deciding to take any disciplinary action and discuss proper action with their Department Director and Human Resources.
- D. Appeal Rights: A regular full-time employee who has received discipline greater than a written reprimand may request a Disciplinary Review Meeting in accordance with City policy, with the understanding that all employees are hired at will. Those employees employed by a written contract, probationary, temporary and seasonal employees likewise have not right of appeal for disciplinary action taken against them and are exempted from this policy.
- E. Administrative Leave

During an investigation into alleged offenses or violations of City's policies, the City's may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay.
- F. An employee who has received discipline in excess of a written warning/written reprimand may request a meeting with the next level supervisor. In cases of suspensions four (4) days or greater or termination, the meeting will be with the next level supervisor.

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III. Types of Conduct

The following types of conduct are unacceptable. NOTE: The examples given are typical but not all inclusive.

- A. Unsatisfactory attendance is exemplified by, but is not limited to, the following violations (subject to the terms and provisions of the Family Medical Leave Act):
 - 1. Unexcused absence, excessive absenteeism, or tardiness;
 - 2. Failure to give notice of an absence or tardiness to the supervisor from within (1) one hour before starting time, as prescribed by departmental policy;
 - 3. Separate absences or days of tardiness which exceed the average absences or days of tardiness of the employee's work group and which lack sufficient justification in the opinion of the employee's supervisor;
 - 4. Absence or tardiness that causes significant curtailment or disruption of service without sufficient justification in the judgement of the employee's supervisor; or
 - 5. Excessive failure to remain at one's workstation without notifying their supervisor, leaving work without permission or taking excessive time or more time than allowed for eating or break periods.
- B. Job Abandonment occurs when an employee deliberately and without authorization is absent from the job, or refuses a legitimate order to report to work, for two (2) consecutive work days or one (1) shift for Fire shift personnel. The employee is deemed to have abandoned his/her job at which time employment might be terminated.
- C. Inability to come to work occurs when an employee is absent due to an extended, chronic physical/mental ailment or injury after sick, vacation, compensatory time, or other excused leave paid time off has been exhausted, or when an employee is unable to perform the essential job functions, with or without accommodation.
- D. Inability or unwillingness to perform assigned work satisfactorily is exemplified by:
 - 1. Failure to follow routine written or verbal instructions;
 - 2. Insubordination;
 - 3. Arguing over assignments or instructions; or
 - 4. Negligent or improper conduct leading to damage to employer-owned or citizen- owned property; or

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5. An accumulation of deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient, and competent manner.

E. Indifference toward work is exemplified by, but is not limited to, the following violations:

1. Inattention, inefficiency, loafing, sleeping, carelessness, or negligence;
2. Failure to remain at one's work station, leaving work without permission, or taking excessive time or more time than allowed for eating or break periods;
3. Performance of personal business;
4. Interference with the work of others; unnecessarily disrupting the work of other employees;
5. Discourteous or irresponsible treatment of the public or other employees;
6. Wearing improper attire or presenting an inappropriate personal appearance;
7. Failure to maintain, and/or achieve, required job standards, e.g., certification, licensing, etc.
8. Unsatisfactory performance or conduct;
9. Engaging in personal business while on duty without authorization of their supervisor, including watching television, shopping, engaging in entertainment, etc. or
10. Violation of personnel policies and procedures.

F. Sabotage is exemplified by, but is not limited to, the following violations:

1. Negligent or improper conduct leading to damage to or destruction of City or privately-owned equipment or property;
2. Defacing of City property;
3. Unauthorized alteration, removal, destruction, or disclosure of City records;
4. Advocacy of or participation in unlawful trespass or seizure of City property;
5. Encouraging or engaging in slowdowns, sit-ins, strikes, or other concerted actions;
6. Efforts to limit or restrict employees from working;
7. Refusal to cross picket lines;
8. Interference with the public use of or access to City services, property, or buildings; or
9. Threats to commit any act of sabotage as defined in this subparagraph.

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G. Safety violations are exemplified by, but are not limited to, the following violations:

1. Failure to follow City or departmental safety rules and regulations;
2. Failure to follow appropriate safety practices or policies;
3. Failure to use required safety apparel;
4. Removal or circumvention of a safety device;
5. Lifting in an unsafe manner;
6. Operation of vehicle or other equipment in an unsafe manner;
7. Smoking in a prohibited area;
8. Playing tricks or jokes or engaging in horseplay that adversely affects job performance or creates potential safety issues.
9. Endangering of one's own safety or that of others by careless or irresponsible actions or negligence;
10. Failure to report to one's supervisor or an authorized substitute, an on-the job injury, vehicle accident, or unsafe work condition involving a City employee within two (2) hours of its occurrence;
11. Failure of a supervisor with knowledge of the circumstances to remove from the work place or to assist to a safe location an employee whose mental capabilities are impaired due to injury, illness, alcohol or drug use, or emotional distress.
12. Possession of dangerous or unauthorized material such as explosives on City premises or while on City business.
13. To have possession on any City property, or to transport in a motor vehicle, a "firearm", or any other weapon prohibited by law, while in the scope of employment.

A "firearm" is defined in Section 46.01, Texas Penal Code. This subsection does not apply to a City employee employed as a peace officer under Article 2.12 C.C.P. or as a special investigator as defined in Article 2.122 C.C.P. "Possession" is defined in Section 1.07(39), Texas Penal Code. This subsection also does not apply to an employee traveling out of town for the City in a personal vehicle.

H. Dishonesty is exemplified by, but is not limited to, the following violations:

1. Acceptance or solicitation of money or anything of value from a person subject to the regulatory decision or supervision of the employee, or soliciting or accepting gratuities from customers or vendors;
2. Cheating, forging, or willful falsification of official City reports or records;
3. Abuse or misuse of paid time off benefits;
4. False reporting of the reason for paid time off; or

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5. Lying, any act of untruthfulness, and any other falsifying action detrimental to the City or fellow employees.
- I. Theft, regardless of item value is exemplified by, but is not limited to, the following violations:
 1. Misappropriating, theft or conversion of City property or the property of others whether on or off work;
 2. Unauthorized use of City or employees' funds;
 3. Using or authorizing the use of City equipment, property, supplies or employee services for other than official City business; or
 4. Using or authorizing the use of City equipment or employee services without proper authority.
- J. Insubordination is exemplified by, but is not limited to, the following violations:
 1. Willful failure, or refusal, to follow the specific orders or instructions of a supervisor or higher authority provided that:
 - a. If the employee believes an instruction or order is improper, the employee should obey the instruction or order and file a written statement of concern later;
 - b. If the employee believes the instruction or order, if followed, would result in physical injury to the employee or others or damage to City equipment, or reasonably believes the instruction or order if followed, will violate law carrying criminal penalties, the employee should request approval by the next higher level of supervision before performing the work, unless the danger complained about is inherent to the job; or
 2. Pursuit of a denied request to a higher authority without revealing the a lower supervisory-level disposition.
 3. Failing to cooperate fully in an internal investigation in which he/she is the primary focus, or for which they are a witness or affected party.
- K. Abuse of drugs or alcohol, as defined herein, is exemplified by, but is not limited to, the following violations:
 1. An employee is judged unable to perform duties in an effective and safe manner due to:
 - a. Ingestion, inhalation, or injection of an intoxicants or a drug (other than those lawfully prescribed and reported to Human Resources; or
 - b. Ingestion of an alcoholic beverage and/or being under the influence of alcohol while at work;

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- c. An employee is under the influence of, manufactures, distributes, dispenses, possesses or uses a drug without a legal prescription:
 - i. In the workplace;
 - ii. During working hours, including all breaks and meal breaks; or
 - iii. In a City vehicle;
2. An employee is under the influence of, manufactures, distributes, dispenses, possesses or uses an alcoholic beverage:
 - i. In the workplace;
 - ii. During working hours, including all breaks and meal breaks;
 - iii. In a City vehicle; but
 - iv. Not including the moderate use of alcoholic beverages as specifically authorized by the City Manager at City-sponsored social functions, if such social functions do not occur in the workplace, in a City facility, during working hours, or in a City vehicle;
3. An employee refuses to submit to a drug and/or alcohol test after it is required;
4. An employee tampers with, or attempts to tamper with, a drug and alcohol urine, breath or blood sample or the drug and alcohol testing process;
5. An employee tests positive in a drug and alcohol urine, breath or blood test of a sample taken during working hours for the presence of drugs or alcohol at detectable levels without a reasonable explanation;
6. An employee is convicted of a criminal drug or alcohol statute violation and fails to notify his or her supervisor of said conviction, no later than three (3) days after such conviction;
7. An employee possesses drug paraphernalia in the workplace or a City facility, during working hours or in a City vehicle without a reasonable explanation; or
8. Violation of the City's Drug and Alcohol Policy and procedures.

NOTE: In subparagraph (K) above:

"Drug" means a controlled substance or a controlled substance analogue as defined in Section 481.002(5) and (6) of the Texas Health and Safety Code, marijuana and abusable glue and aerosol paint (inhalants) as defined in Section 485.001 of the Texas Health and Safety Code.

"Alcoholic beverage" means alcohol, or any beverage containing more than

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one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

"Drug paraphernalia" means equipment, a product or material of any kind mentioned in Section 481.002(17) of the Texas Health and Safety Code.

L. Disturbance is exemplified by, but is not limited to, the following violations:

1. Fighting, bullying, or other boisterous conduct;
2. Deliberately causing physical injury to another employee or citizen;
3. Intimidation;
4. Unnecessary disruption of the work area;
5. Use of profane, abusive, threatening, loud and boisterous language, or gestures to/against another employee or the public while on duty or in a City vehicle;
6. Spreading of false reports;
7. Other disruption of the harmonious relations among employees or between employees and the public.

M. Abuse of City property is exemplified by, but is not limited to, the following violations:

1. Negligent damage, or destruction of City equipment or property;
2. Waste of materials or negligent loss of tools or materials;
3. Improper maintenance of City equipment or property;
4. Damage caused by use of tools or equipment for purposes other than that for which the tool or equipment was intended.
5. In addition to appropriate disciplinary action, damage caused intentionally or by gross negligence shall cause the employee to be responsible for the repair or replacement of any damaged item. Failure to reimburse the City will result in termination of employment.

N. Disregard of public trust is any conduct which, on becoming public knowledge, could impair the public's confidence or trust in City government taking into consideration the nature of the conduct, whether committed during or after working hours and the duties of the employee. This ground for disciplinary action shall not include any conduct which is protected by law. This subsection may include the conviction of an employee of a criminal drug or alcohol statute violation for off the job conduct if the conviction adversely affects public trust in the City to carry out its responsibilities.

O. Failure to report a violation is exemplified by but not limited to, failure to report to the proper authority any known violation described in Subparagraphs

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(F), (G), (H), (I), (K), (L), or if an employee has any doubt about a "proper authority", the employee should report the violation to his or her supervisor, department/division director, or to the Human Resources Department.

- P. Violation of rules is exemplified by, but is not limited to, the following violation of rules:
1. City or Departmental or Division Rules, Regulations, Police, or Procedures;
 2. General Orders, Special Orders, or the Code of Conduct of the City of Celina Police or Fire Departments; or
- Q. Unauthorized use of information or authority is exemplified by, but is not limited to the following:
1. Unauthorized or improper use or disclosure of official information; or
 2. Unauthorized or improper use of official authority.
- R. Discrimination. Discrimination or harassment based on race, sex, religion, national origin, physical disability, or age or any other protected characteristic will subject the perpetrator to disciplinary action, up to and including termination of employment.
- S. Sexual Harassment. Employees, department and division Directors, Managers, Supervisors, and others who violate the sexual harassment policy are subject to disciplinary action, including termination of employment. Any department or division Director, Manager, or Supervisor who receives a complaint of sexual harassment and fails to take action pursuant to this policy is subject to disciplinary action, including termination of employment.
- T. Confidential/Sensitive Information. It is City of Celina's policy that all employees, as public servants, must be careful not to violate the trust of citizens and the public. Except as properly authorized by the Public Information Act, it is the responsibility of all employees to maintain the confidentiality of official records, forms, data, and other information. It also is the responsibility of employees to refrain from sharing sensitive information as it might be contrary to good organizational operations. Information designated as confidential/sensitive shall not be discussed/disclosed to anyone outside the organization and shall be discussed within the organization only on a "need to know" basis. Employees are prohibited from attempting to obtain confidential/sensitive information for which they have not received authorization. Employees violating this policy shall be subject to discipline up to and including termination of employment.

IV. Disciplinary Review Meeting

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It is the policy of the City of Celina to give individual employees an opportunity for a hearing regarding severe disciplinary actions. Disciplinary review hearings are designed to be heard according to prescribed guidelines as set forth in the following procedures. The disciplinary review hearing process is designed to afford the employee a responsive forum; however, nothing in this policy shall be construed as a grant to any employee of a property right in tenured public employment. All employees are employed strictly on an at-will basis.

General Disciplinary Review Meeting Information

- A. An employee who has received discipline in excess of a written warning/written reprimand may request a meeting with the next level supervisor. In cases of suspensions four (4) days or greater or termination, the meeting will be with the Director of Human Resources.
- B. All requests for disciplinary review hearings must be filed with the Human Resources Department within five (5) working days after receiving notification of an action taken. The request must explain why they do not agree with the action taken and what they recommend as an alternative action. All decisions rendered in response to disciplinary review hearings must be in writing to the employee.
- C. An employee who requests a disciplinary review hearing must inform the Human Resources Department in writing of their correct mailing address and telephone number. Failure to provide current mailing address and telephone information may result in administrative closure of the disciplinary review hearing.
- D. The employee will meet with the Director of Human Resources deciding the issue within ten (10) working days of the employee's request, unless an extension is agreed upon by the parties.
- E. Upon conclusion of the meeting the official hearing the case will have five (5) wherein to make a decision. For issues involving suspension without pay of three (3) or fewer days, the Director of Human Resources will be the final arbiter. For suspensions without pay or four (4) or more days or termination of employment, the City Manager will be the final arbiter.

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- I. To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work. Any absenteeism or tardiness is disruptive and place a burden on the City and on co-workers. Either may lead to disciplinary action, up to and including termination of employment.
- II. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify their supervisor at least one (1) hour in advance of the anticipated tardiness or absence; more notice may be required in accordance with individual departmental procedures. The employee must disclose to their supervisor the reason for the absence or tardiness and the date and time of their anticipated arrival.
- III. For absences of one day or more, the employee must personally notify their supervisor on each day of their absence. For absences of three (3) or more days the employee's supervisor must notify the Human Resources Department no later than the third day of absence in order to properly administrate the Family and Medical Leave Act (FMLA) procedures as covered this policy manual. FMLA leave is to be considered if an employee is out more than three (3) days.
- IV. An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave, which constitutes abandonment of duties and shall not be in pay status for the time involved. Absence for two (2) consecutive days (or 24 hours for Fire shift personnel) without prior notification or without satisfactory reason shall be considered job abandonment and designated as a resignation without proper notice.
- V. **Regular Work Hours**
 - A. Non-exempt employees of the City, except for Fire Department and Police Department shift personnel, normally work forty (40) hours in a seven-day work week. Exempt employees may be required to work in excess of forty (40) hours. The work week begins on 12:01 a.m. Monday and ends on midnight Sunday. The regular work day normally is an eight, twelve and 24 hours. Work days are subject to change based on need and City Manager approval.
 - B. It is City policy to require employees to be at their assigned worksite on time, ready to pursue City business and to work all scheduled hours and any required overtime.
 - C. Adjustment to Work Hours. In order to assure the continuity of City services, it may be necessary for Department Directors, with the approval of the City Manager, to establish other operation hours for their departments.
 - 1. Work hours and work shifts must be arranged to provide continuous service to the public.
 - 2. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes

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the employee's acknowledgement that changing shifts or work schedules may be required, and includes that he/she will be available to do such work.

3. Contingent on available staffing, a temporary, flexible workweek schedule may be available for full-time employees. Department Directors have the ability to establish temporary flexible work schedules as long as service levels and productivity standards are maintained. All temporary or permanent schedules other than normal eight (8) hour/ five (5) days a week must be approved by the City Manager.

VI. Meal Periods

- A. Every effort will be made to ensure that all full-time employees receive a daily meal break during each shift. There may be instances, however, when an employee may not receive a scheduled meal break due to scheduling and/or the nature of the work.
- B. Full-time employees (excluding Fire Department and Police Department shift personnel) are normally provided a one (1) hour unpaid meal break near the middle of the work day. Meal periods may be staggered by the Department Director in order to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period, without prior supervisor approval.

VII. Rest Breaks

- A. Full-time employees may, depending on individual department work schedules and the discretion of their supervisor, take up to two (2), fifteen-minute, paid breaks each day, one during the first part of the work day and the other during the latter part of the work day.
- B. Rest breaks are considered a privilege and NOT a right and shall never interfere with proper performance of an employee's work responsibilities and department work schedules.
- C. Rest breaks must be taken at, near, or in route to or from work sites within the fifteen-minute limits or as outlined in departmental policies. Employees whose work sites and or work schedules do not permit opportunities to obtain food or beverages should plan ahead and take provisions with them to the work sites.

VIII. Attendance and Punctuality

- A. Employees are expected to be at their work stations and ready to work at their

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scheduled start time. Non-exempt employees are required to record the number of hours worked each day, as well as the time they arrived at work, the time they left for and returned from lunch, and the time(s) they left for and returned from any unpaid break during the work day.

1. All hourly employees will be required to utilize the appropriate time clock for their departments.
 2. If an employee must leave work for any reason other than their lunch hour, they must clock-out upon leaving and clock-in upon return. Prior to leaving, supervisor approval must be given.
 3. Time cards with handwritten entries may result in disciplinary action, except in cases relating to emergency responses or on-call duties where completing a time card punch would result in delayed response times. On-call or emergency responses must be designated on the time card when turned into payroll at the end of the pay period for processing.
 4. Frequent leave may be subject to review by the Human Resources department and Department Directors and subject to disciplinary action.
- B. To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work.
1. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers. Either may lead to disciplinary action, up to and including termination of employment. The employee must disclose to their supervisor the reason for the absence or tardiness and the date and time of their anticipated arrival or return.
 2. Employees shall notify their supervisors as far in advance as possible, generally one (1) hour prior to start of work, whenever they are unable to report for work, if they know they will be late, or if they must leave early. The employee should make the call. Calls from friends or relatives will be acceptable only if the employee is unable to communicate. The notice shall include a reason for the absence and a time the employee is expected to report for work.
 3. When the supervisor is unavailable, the employee shall notify the next person in their chain of command. When an employee knows in advance of an impending absence, they will request permission to be absent from their supervisor at least 24 hours in advance. The supervisor will evaluate the reason for the absence and decide whether the employee may or may not be excused.
 4. For absences of a day or more, the employee must personally notify their supervisor on each day of their absence unless the supervisor expressly waives this requirement.
 5. Employees shall be compensated during authorized absences in accordance with the policies contained herein. Failure to notify the City properly of any absence might result in loss of compensation during the

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absence and may be grounds for disciplinary action. When an employee is absent from work, it is important to follow the policies outlined in this policy handbook. Following policy allows the supervisor to plan accordingly. Excessive tardiness and poor attendance disrupts workflow and shall not be tolerated.

- C. In most instances, an employee who fails to properly notify their supervisor in advance of an absence or when they will be tardy will be subject to disciplinary action up to and including termination of employment.
 - 1. Unexcused absences are unpaid time off and are subject to disciplinary action. An employee who fails to notify the City of an absence and is absent for a period of two (2) working days or shift will be presumed to have voluntarily resigned their employment. At that time, the City will formally note the resignation and advise the employee of the action by mail to the employee's last known address. Failure to report for scheduled modified duty, except during approved FML absence, shall be subject to disciplinary action, up to and including termination of employment.
 - 2. Non-exempt employees who are delayed in reporting for work more than one (1) hour and who have not notified their supervisor of their expected tardiness might lose their right to work the balance of the workday. In addition, employees who report to work without proper equipment or in improper attire might not be permitted to work.
 - 3. Unless authorized by their supervisor, non-exempt employees shall not be permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness or unauthorized absence.
- D. Proof of Need for Absence
 - 1. In the case of absenteeism, if the supervisor has reason to suspect abuse, he or she may require the employee to present satisfactory proof of the need for the employee's absence.
- E. Non-exempt employees, who are assigned to office settings, shall obtain approval from their supervisor to leave the City premises during work hours. In addition, employees who are frequently away from the premises for business reasons should inform their supervisor of their whereabouts during work hours.

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7.02 – Sexual and Other Unlawful Harassment

I. Purpose

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens and vendors. This means that each employee must be respectful of others and act professionally. City employees are prohibited from harassing anyone including citizens, vendors, and third parties.

II. Sexual Harassment - All types of sexual harassment are prohibited. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of conduct prohibited by this directive include but are not limited to:

- A. Unwelcome sexual advances or repeated flirtations.
- B. Asking unwelcome questions or making unwelcome comments about another person's sexual activities, dating, personal or intimate relationships, or appearance.
- C. Unwelcome conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of the person's gender (including jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, blocking of physical movement, etc.).

III. Other Prohibited Harassment - In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristics is also strictly prohibited. This means that verbal or physical conduct that singles out, or denigrates, or shows hostility or aversion toward someone because of race, religion, sex, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristics protected by law is prohibited.

IV. Workplace Bullying

- A. Workplace bullying is defined as systematic aggressive communication, manipulation of work, and acts aimed at humiliating or degrading one or more individuals that create an unhealthy and unprofessional power balance, result in psychological consequences for targets and witnesses of the behavior, and cost

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enormous monetary damage to an organization's bottom line.

- B. Examples of bullying behaviors include but is not limited to Inappropriate gestures, excessive yelling, talking down to others, criticizing or point out mistakes to others in front of a group; social exclusion; treating some less favorably than others; withholding pertinent work-related information; gossiping or spreading rumors; any malicious behavior a reasonable person would find unprofessional, disturbing and harmful to their psychological health.
- V. Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.
- VI. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace.

VII. Procedures:

- A. Employee Responsibility - An employee who believes that a supervisor's, employee's or nonemployees' actions or words constitute sexual harassment or other unlawful harassment must report the situation to Human Resources as soon as possible. If they are comfortable, an employee should try to resolve the issue by addressing it with the offending party. All employees have the responsibility to cooperate in the investigation of a harassment complaint. If you see/hear something, say something. Employees must contribute to achieving a work environment that does not tolerate harassment and bullying behavior at work.
- B. Supervisor Responsibility –
 - 1. Each supervisor has the responsibility to maintain a workplace free of any form of unlawful harassment. The responsibility to maintain a work place free of harassment includes a duty to report any instance of unlawful harassment including but not limited to sexual harassment through the chain of command or directly to Human Resources. All complaints received by a supervisor must immediately be referred to

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the Human Resources Director.

2. Supervisors must use a great deal of discretion in their social relationships with other subordinates. This is to avoid compromising their ability to function as an impartial supervisor who can treat all employees fairly. Supervisors should avoid social relationships with their subordinates which may lead to an impression of partiality or bias.
- C. Department Director Responsibility - Management and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times. The Department Director of the involved department will cooperate with any investigation. The Director or designated representative may participate in the investigation if determined appropriate by the Human Resources Director or designee.
- D. Filing a Complaint - An employee must file a complaint in writing with a signature alleging harassment/bullying with the Director of Human Resources. All harassment/discrimination complaints will be referred to the Human Resources Director or designee for investigation. If the complaint is filed by or against an employee in the Human Resources Department, the City Manager or designated representative will conduct the investigation and render a decision.
- E. Investigation - The Human Resources Director or designee or City Manager or designee, will contact the employee to obtain the facts of the alleged harassment. The Human Resources Director or designee or City Manager or designee will conduct an investigation and render a written decision to the employee and appropriate management staff within a reasonable amount of time after meeting with the employee. The City Manager and Department Director will review the findings with the Human Resources Director to consider any proposed action.
1. If the investigation reveals that the complaint is valid, prompt disciplinary action, as approved by the appropriate individuals, will be taken. The immediate supervisor will insure that the harassing conduct is immediately stopped.
- F. Confidentiality - All information concerning a harassment complaint will be treated as confidential, to the extent permitted by law. Content of a harassment complaint, whether verbal or written, will not be disclosed except as part of the investigative process, to those who have a need to know or as otherwise required by law.
- G. Appeal to the City Manager - If the employee is not satisfied with the decision of the Human Resources Director or their designee, he/she may appeal the decision to the City Manager in writing within fifteen (15) working days of receipt of the decision. The City Manager, or designee, will review the investigation and render a decision. The decision of the City Manager

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completes the internal process for sexual harassment complaints.

- H. Prohibited Retaliation - No employee will retaliate against another employee who files a harassment complaint or cooperates with a harassment investigation. Any employee retaliating against another employee will be subject to disciplinary action, up to and including dismissal. Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.
- I. False/Frivolous Complaints – Complaints found to fabricated, frivolous or made in bad faith will not be tolerated and subsequent disciplinary action up to and including termination may result.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a City investigation regarding harassment or discrimination is subject to appropriate discipline, up to and including, termination.

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7.03 – Political Activity

I. Political Activity:

City of Celina employees will not be appointed or retained on the basis of their political support or activities. City of Celina encourages employees to participate in matters of responsible citizenship, and at the same time, is committed to providing a non-partisan work environment in which staff can responsibly carry out their duties without political coercion. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. City employees may not:

- A. Must not engage in political activity relating to a campaign for elective office while in uniform or on active duty.
- B. Publicly endorse or campaign in any manner for any person seeking elective office. An exemption applies to Police and Fire whilst not in uniform or on active duty.
- C. Use their position or office to coerce political support from employees or citizens.
- D. Use their official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office. An exemption applies to Police and Fire.
- E. Make, solicit or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs or political campaign of any such candidate; provided nothing herein shall infringe upon the constitutional rights of an employee to express their opinions and to cast their vote. An exemption applies to Police and Fire whilst not in uniform or on active duty.
- F. Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- G. Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment. An employee who contemplates seeking public office shall consult with the Human Resources Department prior to the filing of an application for the purposes of determining whether a conflict would exist.
- H. All employees of the City except for Police and Fire Department employees shall refrain from using their influence publicly in any way regarding any election where an issue or proposal involves only City employees.

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- I. Please refer to the Texas state law local government code 180.001 and 150.002 for further clarification.

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7.04 – Drug and Alcohol Testing – Non DOT

I. Purpose

- A. It is the policy of the City to maintain a safe work environment by ensuring that City employees are not under the influence of alcohol or drugs during working hours. In accordance with the Drug Free Workplace Act, employees are prohibited from the possession, manufacture, distribution, dispensing, or use/misuse of illegal or illicit drugs and alcohol during working hours, or being under the influence or such substances. In addition, legal drugs used illegally or inconsistent with prescription are included in the category of prohibited drug use. Violation of this policy is grounds for disciplinary action up to and including termination. Drug testing will be conducted randomly, for reasonable suspicion, after accidents or injuries, and prior to a transfer, promotion or demotion of employees as explained in the City's policy.
- B. City employees whose positions are considered "Safety Sensitive" by the City, including those requiring a Commercial Driver's License (CDL) or which fall under the DOT/FTA regulations are subject to drug and alcohol testing under this policy. If this policy conflicts with DOT or FTA regulations in any way, the DOT/FTA regulations will govern.

II. Prohibited Activities – The following acts are prohibited, and employees who commit any of these acts shall be subject to immediate termination of employment.

- A. Consumption of illegal drugs at any time.
- B. Abuse or misuse of prescriptive or over the counter (OTC) medications.
- C. Consumption of alcohol:
 - 1. While on duty, including hours worked, breaks and on-call;
 - 2. Four (4) hours or less prior to reporting to work;
 - 3. Eight (8) hours or less following an accident or until tested; or
 - 4. While wearing City apparel or uniforms.
- D. Operating a City vehicle or equipment or conducting City business while impaired by drugs or under the influence of alcohol. Under the Influence means the amount of controlled substance into the employee's body or alcohol at/or above the blood alcohol concentration (BAC) limit of 0.02%.
- E. The use or possession of alcohol or illegal drugs in a City vehicle whether on or off duty.
- F. Unlawful manufacturing distributing, dispensing, possessing or using controlled substances in the workplace.
- G. Employees when scheduled or "on call" to work, doing so while under the influence of alcohol or drugs, neither impaired nor under the influence of a

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controlled substance or alcohol.

- H. Employees who test positive or who refuse (or fail to cooperate) to be tested for a controlled substance or alcohol as directed by this policy.
- I. Job applicants who test positive for alcohol or a controlled substance, or who refuse (or fail to cooperate) to be tested for alcohol or controlled substances, will be ineligible for employment with the City and may not apply or be considered for any other City position for a minimum of six (6) months from testing date for non-safety-sensitive positions. Subject to the minimum six (6) months from testing date, the Police and Fire Departments will determine the moratorium on applications for those that fail a pre-employment test for public safety positions.

Although there are no consequences under DOT regulations for a DOT-regulated employee to refuse a non-DOT, such refusal may result in termination of employment under the City's general Drug and Alcohol policy.

III. Applicability

- A. This policy applies to all employees and pre-employment finalists who are not otherwise subject to the drug and alcohol testing regulations of the U. S. Department of Transportation (DOT).
- B. For each incident or event, before drug or alcohol testing occurs, a determination will first be made as to whether the DOT regulations apply to the employee and the situation. If the DOT regulations apply, then the Drug and Alcohol Testing: for Department of Transportation (DOT) employees takes precedence over this policy. If the DOT regulations do not apply, testing will be conducted according to this policy.

IV. Definitions

- A. Alcohol means ethyl alcohol. Alcohol, as used herein, includes any beverage, mixture or preparation containing ethyl alcohol.
- B. City Premises or Facilities means all property of the City (owned or leased), including but not limited to the following:
 - 1. Offices
 - 2. Buildings
 - 3. Equipment
 - 4. Vehicles
 - 5. Parking lots/garages
 - 6. Storage areas
 - 7. City premises also include any location where City employees may be performing contract services.

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- C. Controlled Substance means a drug or substance which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage of it is illegal under any federal, state or local law or regulation and includes, but is not limited to inhalants, marijuana, cocaine, narcotics, opiates, opium derivatives, hallucinogens and any other substances having either a stimulant or depressant effect on the central nervous system such as amphetamines or barbiturates. Also included in this definition are prescription drugs used for any reason other than a legitimate, prescribed medical reason and inhalants used illegally. All references to "drugs" throughout this policy mean the same as "controlled substance".
- D. Impaired means an employee's diminished capacity to perform any duties of the employee's job.
- E. Under the Influence means the amount of controlled substance into the employee's body or alcohol at/or above the blood alcohol concentration (BAC) limit of 0.02%.
- F. Medical Review Officer (MRO) means a licensed doctor of medicine or osteopathy who has knowledge of substance abuse disorders and who has the appropriate medical training to interpret and evaluate an individual's positive test result together with his medical history and any other relevant biomedical information.
- G. Motor Vehicle Accident means any incident involving a motor vehicle in which there is injury to a person or damage to a City vehicle, other vehicle, or property and includes:
 - 1. An accident in which a City employee was driving his personal vehicle in the course and scope of their employment.
 - 2. Any accident involving a City vehicle where damage occurs to a City vehicle or any property that is greater than \$1,000.00 as determined by the Department Director. This does not include damage to a City Vehicle when parked.
- H. Positive Test Result means the result reported by a laboratory indicating that an individual is under the influence of a controlled substance or alcohol.
- I. Reasonable Suspicion means a belief that the actions, appearance or conduct of a person are indicative of the use of a controlled substance or alcohol. A reasonable suspicion situation is any situation in which an employee's job performance is in conflict with established job standards relating to safety and efficiency. This may include accidents, near-accidents, erratic conduct suggestive of drug or alcohol use, boasting on social media sites of drug use, any unsafe performance behaviors and unexplained deviation from

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productivity. Reasonable suspicion may also include postings via social media which indicate or suggest the use of a controlled substance within 32 hours of reporting to work.

- J. Safety-Sensitive Position for purposes of this policy means a position in which impairment due to drugs or alcohol could constitute an immediate or direct threat to public health or safety, to the employee's health or safety, or a position in which a momentary lapse in attention or judgment could result in injury or death to another person. Examples of such positions include, but are not limited to, those which require driving of city vehicles, carrying of firearms, and operation of heavy equipment, responsibility for the safety or security of another person. Whether a position qualifies as a safety-sensitive shall be left to the reasonable discretion of the City.

V. Conditions Requiring Testing

A. Post Job Offer

1. Policy

Pre-employment drug testing shall be required of application finalists who have otherwise completed the employment screening process and to whom a conditional job offer has been extended and accepted. Each offer of employment is contingent upon the applicant's passing a drug test, regardless of the position. Applicants who refuse to be tested, who fail to cooperate with the testing process, or who test positive for a controlled substance will be immediately disqualified and barred from employment for a minimum of the next six (6) months, depending on the applicable moratorium. Applicants shall be notified of this policy at the time of application.

2. Procedures

- a. Timeline - Job applicants (finalists) subject to pre-employment drug testing shall be required to report for drug testing within 48 hours of receiving and accepting a job offer unless the drug test is included in a pre-employment physical/test that cannot be scheduled within 48 hours; exceptions to this policy must be approved by Human Resources.
- b. Scheduling - The Human Resources Department will contact the applicant to arrange for the test. If the applicant is also subject to a pre-placement physical exam, the drug test may be scheduled to occur at the same visit as the pre-placement physical.

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B. Post-Accident

1. Policy

- a. Drug and alcohol testing shall be required after motor vehicle accidents involving a City vehicle when:
 - i. the accident causes injury to any person involving a City Vehicle or City equipment.
 - ii. the accident involving a City vehicle results in damage to the vehicle or other property that is greater than \$1,000, as determined by the employee's Department Director.
- b. An employee's personal vehicle (used in the course and scope of City employment) and a non-City vehicle is subject to the aforementioned testing.
- c. No drug or alcohol testing will be required if the employee's vehicle is lawfully parked at the time of the accident or unavoidably damaged by debris.

2. Procedures

- a. Timeline - An employee subject to post-accident drug and alcohol testing should be tested as soon as possible following an accident, at least within two (2) hours of the accident if possible. Testing may be delayed for the employee to call for emergency assistance, render aid to others involved in the accident, or to receive medical attention for injuries resulting from the accident.
- b. Documentation/Authorization Consent - Prior to the employee reporting to the medical facility the supervisor shall call Human Resources for test authorization. The medical facility(ies) as identified shall maintain a list of City personnel who can authorize a drug and/or alcohol test and who can receive test results.

3. Scheduling -

- a. Timely Testing and Failure to Test Timely - In the event that an alcohol test (if authorized) is administered, it should be conducted within 8 hours of the accident. A drug test shall be administered within 32 hours of the accident. In the event that

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an alcohol test (if authorized) is not administered within 8 hours of the accident, the supervisor shall document the reasons why the test was not administered within 8 hours; there will be no further attempt to test for alcohol due to that particular accident. In the event that a drug test is not administered within 32 hours of the accident, the supervisor shall document the reasons why the test was not administered; there will be no further attempt to test for drugs due to that particular accident.

- b. Transportation to and from Test Collection Site -The employee should be transported to the collection site and back to the City of Celina's premises by his supervisor or by other means arranged by his supervisor. Following the test(s), if the employee's supervisor believes that the employee is under the influence of drugs or alcohol and unfit to drive or return to work, the supervisor shall arrange alternate transportation for the employee to get home, by calling a family member, friend, taxi, etc. If the reasonable suspicion test result is negative, the City will reimburse the employee for the cost of the taxi ride home.
- c. Compensation and Leave - Time that the employee spends at the accident site, traveling to the test collection site, and submitting to the test(s) is compensable as regular time worked. If physically able and medically released, if appropriate, following the test they will return to work but will be prohibited from any driving assignments in a City or personal vehicle until final results are received.
- d. City Vehicle - The driver of the City vehicle will be required to submit to post-accident drug/alcohol testing if the accident results in a fatality, outside medical attention is required for any party involved in the accident, if there is damage to the vehicle or property involved in the accident that is greater than \$1,000, as determined by the Director; and/or employee received a citation.
- e. Personal Vehicle - If the employee was driving his/her own vehicle while on City business, he will be required to consent to post-accident drug/alcohol testing if an accident results: (a) in a fatality; (b) outside medical attention is required for any party involved in the accident; (c) in damage to the vehicle or property involved in the accident that is greater than \$1,000, as determined in the sole discretion of the director; and/or (d) the employee received a citation. The employee should, if possible, park and lock the vehicle in the nearest public parking lot or City Lot for pick-up at a later time or arrange to have a friend or family

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member drive the vehicle away from the scene of the accident.

- f. Use of Law Enforcement Tests - In post-accident situations, the City of Celina reserves the option to substitute a blood or breath alcohol test and a urine drug test performed by local law enforcement officials, using procedures required by their jurisdictions, providing such test results are received directly from the local jurisdiction or the driver. If the City substitutes a blood or breath alcohol test and a urine drug test performed by law enforcement in lieu of other procedures described herein for a post-accident test, it may rely on and take appropriate action based on the results.
- g. After Hours Testing - If testing is necessary after regular business hours or on the weekend, the employee should be taken to the approved/contracted City testing site. Additionally, the supervisor should send an e-mail to Human Resources of the name of the employee tested, date, and time.

C. Reasonable Suspicion

1. Policy

Drug and/or alcohol testing shall be conducted whenever there is reasonable suspicion that an employee has engaged in any conduct prohibited under this policy. Reasonable suspicion shall be based on the specific, contemporaneous, articulated observations of the employee's supervisor concerning the appearance, behavior, speech or body odors of the employee, which may include indications of the chronic and withdrawal effects of controlled substances or alcohol. Reasonable suspicion, as determined by the employee's supervisor, must be corroborated by the direct observations of another supervisor, prior to a request that the employee be tested. Testing must be authorized by the employee's Department Director (or designee), with the concurrence of the Human Resources Director or the City Manager (or designee).

2. Procedures

- a. Timeline - An employee subject to reasonable suspicion drug and alcohol testing should be tested within 2 hours from the time that authorization is obtained.
- b. Documentation/Authorization/Consent - A request for testing due to reasonable suspicion must be initiated by the employee's

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supervisor, who shall complete the Reasonable Suspicion Report form to document the reasons for testing. Such form should be signed and dated (with time) by both the employee's supervisor and department director (or designee). Testing must with the concurrence of the Human Resources Director.

c. Scheduling

i. The manager or supervisor will immediately notify the Department Director when reasonable suspicion occurs. The manager or supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. This information shall be stated on the Reasonable Suspicion Report Form. Once this form has been completed the Department Director will notify the Director of Human Resources for approval to proceed.

ii. The manager or supervisor shall hold a confidential meeting with the employee to discuss the reasonable suspicion and carefully note any explanations offered. The manager or supervisor shall also note any additional observations that may confirm the reasonable suspicion.

iii. Managers and supervisors shall also notify the Department Director when they have reasonable suspicion that an employee may have illegal drugs in his or her possession or in an area jointly or fully controlled by the City. After obtaining the Department Director's approval, managers and supervisors may provide information to the Police Department regarding the possible possession.

d. Transportation to and from Test Collection Site- The employee should be transported to the collection site and back to the City of Celina's premises by his supervisor or by other means arranged by his supervisor. Following the test(s), if the employee's supervisor believes that the employee is under the influence of drugs or alcohol and unfit to drive or return to work, the supervisor shall arrange alternate transportation for the employee to get home, by calling a family member, friend, taxi, etc. If the alternative transportation arranged causes the employee to expend funds and the test result is negative, the City will reimburse the employee for the cost of the alternative transportation.

e. Compensation and Leave - Time that the employee spends at the

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accident site, traveling to the test collection site, and submitting to the test(s) is compensable as regular time worked. If physically able and medically released, if appropriate, and if not otherwise engaging in disruptive or insubordinate conduct, following the test they will return to complete the work day in a non-sensitive position.

- f. Failure to Test Timely - In the event that an alcohol test (if authorized) is not administered within 8 hours of the authorization to test, the supervisor shall document the reasons why the test was not administered within 8 hours; there will be no further attempt to test for alcohol based on that particular event that created reasonable suspicion. In the event that a drug test is not administered within 32 hours of the event, the supervisor shall document the reasons why the test was not administered; there will be no further attempt to test for drugs based on that particular event that created reasonable suspicion.

D. Random Testing

1. Policy

All employees occupying safety-sensitive positions will be subject to random testing for drugs and/or alcohol. Testing for drugs and alcohol shall be conducted on a minimum annual percentage rate of 20% of all City designated safety-sensitive positions. The Human Resources Department will maintain a list of safety-sensitive positions subject to testing and will manage the random testing process.

2. Procedures

- a. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as random number table or computer-based random number generator matched with employees' social security numbers, payroll identification numbers, facility number or other comparable identifying numbers. The test will be unannounced, and the dates for testing will be reasonably spread throughout the year. All employees in roles which may include safety-sensitive functions will have an equal chance of being tested at any time, regardless of the number of previous selections.
- b. Any employee notified of their selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If an employee is performing a safety-sensitive function at the time of his/her notification of the random test requirements, employee will be required to cease

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performing the safety- sensitive function and proceed to the testing site as soon as possible. However, an employee will only be required to submit to a random alcohol test if the employee is performing a safety-sensitive function, is about to perform a safety-sensitive function, just ceased performing a safety-sensitive function or is immediately available to perform a safety-sensitive function.

E. Self-Disclosure

1. Employees may voluntarily self-disclose their need to seek medical attention for alcohol and/or drug dependence. At the time of self-disclosure, in accordance with the City's leave policies, the employee will be relieved of their duties and placed on leave until the employee has completed the necessary treatment and provides the City with a note from the employee's treating physician that includes a return-to-work date and restrictions, if any. Employees who self-disclose alcohol and/or drug dependence will be referred to HR and the Employee Assistance Program ("EAP").
2. The City complies with the Americans with Disabilities Act ("ADA") and, upon the employee's return to work, the City will assist the employee in fulfilling his/her job duties, with or without reasonable accommodations. As a reasonable accommodation and in accordance with the ADA, employees in safety sensitive positions who return to work after self-disclosure of alcohol and/or drug dependence will be required to undergo periodic drug and/or alcohol testing for the subsequent six (6) month period. Employees in safety-sensitive positions are also subject to ongoing random testing for drugs and/or alcohol as provided by this policy.
3. If an employee self-discloses his/her need to seek medical attention for an alcohol and/or drug dependence after the employee has been (1) randomly selected to submit to a drug and alcohol test; (2) directed to submit to a post-accident drug and alcohol test; or (3) directed to submit to a drug and alcohol test after the City determines it has reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee is required to submit to the drug and alcohol testing. Refusal to submit to drug and alcohol testing as directed under this policy is conduct subject to termination, as provided in this policy. **Testing positive for alcohol or controlled substances will result in an adverse employment action, up to and including termination, as specified in section City policy, subject to the provisions of the ADA.**
4. Further, in accordance with the ADA, if at any time the City considers an employee to be a "current" drug user, after the employee has self-

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disclosed once, the City may take adverse employment action up to and including termination.

VI. Prescribed Medications

- A. Exceptions to this policy may be made for employees that appear to be impaired by medication taken according to a prescription legal in the State of Texas in the employee's name, obtained from a licensed physician and used in the manner prescribed. The City of Celina reserves the right at all times to judge the effect that a legal drug, including medications not requiring a prescription, may have upon an employee's work performance and to restrict the employee's work activity or presence at the workplace accordingly. The City also reserves the right to have a physician of its choice determine whether a medication at the prescribed or recommended dosage produces impairs or adversely affects the employee's work activity.

VII. Prohibited Activities

A. Conduct That is Subject to Termination

Employees, except Police Officers performing authorized law enforcement activity, will be subject to immediate termination of employment for any violation of this policy, including but not limited to:

1. Being impaired by or under the influence of alcohol or controlled substances when reporting to work, while on duty, while operating a City vehicle/equipment or personal vehicle while conducting City business. The employee will be required to submit to a reasonable random or reasonable suspicion drug test at a City authorized testing facility.
2. Using, possessing, selling, purchasing, transferring, concealing, or transporting controlled substances anywhere on City premises at any time, whether on or off duty.
3. Using, possessing, selling, purchasing, transferring, concealing, or transporting alcohol in a City vehicle at any time.
4. Using controlled substances or consuming alcohol during the employee's scheduled work hours, including meal breaks and on-call assignments.
5. Refusing to submit to a reasonable request for drug and/or alcohol testing as directed by this policy.
6. The City will conduct an investigation and depending on the circumstances the City could allow a "last chance" under a "last chance" agreement in which the employee can opt to go to rehabilitation and return to work under probationary conditions, but this type of second

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chance is not required under Texas or Federal law. Any “last chance” agreement, the employee must agree to submit to monthly testing, a year’s probation and the employee is subject to immediate termination for any subsequent positive testing results.

B. Conduct Subject to Disciplinary Action

Employees will be subject to disciplinary action up to and including termination of employment for any of the following reasons, including but not limited to:

1. Using controlled substances or consuming alcohol outside of work hours while wearing City uniforms or any apparel that would identify the individual as a City employee.
2. Being involved with drugs or alcohol off duty in a way that is damaging to the City's reputation, or in a way that is inconsistent with or in conflict with the performance of the employee's job duties.
3. Failing to report, as soon as possible, a job-related motor vehicle and/or accident to the employee's supervisor.

VIII. Responsibilities

A. Managers/Supervisors

1. Consistent Enforcement

Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under his direct supervision will be subject to disciplinary action including but not limited to dismissal.

2. Investigation of Reasonable Suspicion

- a. Managers and supervisors will request that an employee submits to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion, (see reasonable suspicion definition), that an employee is impaired by or under the influence of drugs or alcohol.
- b. When reasonable suspicion exists, managers and supervisors may request, as part of an investigation, that an employee removes any and all controlled substances from his/her being or in his/her possession. If an employee refuses to do so, the employee is refusing to participate in the investigation. Anytime an investigation reaches this stage, both the Department Director and Human Resources Director or City Manager must be involved. Refusal by an employee to cooperate in an

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investigation is considered serious misconduct and may subject the employee to immediate dismissal from employment.

- c. Managers and supervisors will not confiscate, without consent, prescription drugs or medications from an employee as long as the prescription is in the employee's name.

B. Employees

Every City of Celina employee is to do the following:

1. Report to work during regularly scheduled hours or "on call" not impaired by or under the influence of alcohol or controlled substances.
2. Not possess or use, or have the odor of alcohol or drugs on their breath during working hours, breaks, meal periods, while on City property in an official capacity or while operating any City vehicle/equipment.
3. Report any motor vehicle/equipment accident immediately to the supervisor.
4. Not directly or through a third party sell or provide drugs or alcohol to any person or any other employee while either employee or both employees are on duty, or on-call.
5. Submit immediately to reasonable requests for alcohol and/or drug analysis when requested by a supervisor.
6. At the beginning of the work shift, declare to the supervisor the use of any over-the-counter or prescription medication which may interfere with the safe and effective performance of their duties or the operation of City equipment.
7. Provide within twenty-four (24) hours of the request by the employer a current, valid prescription for any drug or medication identified when a drug screen/analysis is positive. If the prescription is not in the employee's name, the employee will be subject to discipline.
8. Report any suspicious behavior which may be indicative of the use of alcohol or controlled substances to their Supervisor.

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IX. Notification

The City of Celina will notify each covered employee of this policy through New Hire enrollment where they will be provided with information that will guide them to the location of this policy. Each employee will acknowledge in writing the receipt and understanding of this policy.

The City of Celina will notify each employee of the results of random, reasonable cause and post-accident drug and alcohol tests when the test results are positive. The employee will also be advised what drug class was discovered and be removed from performing a safety-sensitive function.

X. Confidentiality

Laboratory reports or test results will be maintained in the Human Resources Department in a confidential medical file separate from the employees' official personnel file. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee/applicant upon request. Disclosures, without patient consent, may also occur when:

- A. The information is compelled by law or by the judicial or administrative process.
- B. The information has been placed at issue in a formal dispute between the City and the employee.
- C. The information is to be used in administering an employee benefit plan.
- D. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

XI. Continuous call-back employees

Employees subject to continuous emergency call back are required to declare to their supervisors at the time they are called in the use of alcohol or controlled substances, including prescribed or over-the-counter medications that might affect their ability to perform under the emergency. The supervisor will determine if the employee is fit to work and in what capacity. However, if an accident occurs the employee will be tested. If the test indicates they were under the influence or impaired by a controlled substance or alcohol dismissal will occur.

XII. Social functions

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Employees attending training and conferences may participate in social functions associated with the conference. This includes the consumption of alcohol, so long as the employee's conduct does not reflect adversely upon the City. Employees who consume alcohol at these functions are encouraged not to drive; they will not operate a city owned or rented vehicle.

XIII. Recreation areas

The use or possession of alcohol outside of work hours at City recreation facilities is regulated by City Ordinance and policies.

XIV. Bar from employment

An applicant or employee who violates this policy or resigns in lieu of separation from employment due to a violation or suspected violation of this policy will be barred from employment with the City for a minimum period of six (6) months, depending on applicable departmental policy and employee's position at the time of the violation or alleged violation.

XV. Disclaimer

The City of Celina reserves the right to modify, alter, delete, suspend or discontinue all or any part of this policy at any time, with or without prior notice to employees. Nothing in this Policy constitutes a contract of employment, implied or express, and nothing in this policy alters the at-will employment status of employees.

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I. Purpose

- A. The City of Celina recognizes that drug and alcohol abuse increases risk of accidents; decreased productivity, and increased medical expenditures. Thus, the City has a vital interest in maintaining a safe and efficient working environment. In order to achieve this environment, City employees are prohibited from reporting to work or work-related activities under the influence of drugs and/or alcohol. Participation in the Drug and Alcohol Program is a requirement of each employee and is a condition of employment.
- B. The City employs persons in positions that are regulated by the DOT. City employees who drive a commercial motor vehicle requiring a Commercial Driver's License (CDL) as a part of their duties are subject to alcohol and drug testing as mandated by the DOT, Federal Motor Carrier Safety Administration (FMCSA), and as outlined in this policy. The City shall comply with the regulations as set forth by the DOT. In order to assure compliance with related regulations, employees are to defer to 49 CFR, *Parts 40, and 382* of the DOT regulations regarding testing, test administration, etc.

II. Applicability

- A. This policy applies to all employees and job applicants of positions within the City that are designated as DOT-regulated positions.
- B. An employee is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function and includes all times in which an employee begins to work or is required to be in readiness to work, e.g., during on-call status, until the time he/she is relieved from all responsibility for performing work.
- C. The City's designation of positions determined to be in DOT-regulated positions are determined by the job title and functions. Generally, positions requiring a CDL pursuant to the FMCSA are subject to DOT provisions. This policy is in addition to, not in lieu of, the provisions of the City's Drug and Alcohol Policy. DOT tests will be separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before non-DOT tests. Testing procedures that ensure accuracy, reliability, and confidentiality of results will be followed pursuant to DOT regulations.

III. Prohibited Activities

The following acts are prohibited, and employees who commit these acts shall be subject to immediate termination from City employment:

- A. Consumption of illegal drugs at any time. Employees may be tested anytime they are on-duty; off-duty use of illegal drugs might result in an on-duty positive drug test.

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- B. Abuse or misuse of prescription or over the counter (TC) medications.
- C. Consumption of alcohol:
 - 1. Four (4) hours prior to performing a safety-sensitive function.
 - 2. Eight (8) hours following an accident.
 - 3. While on-call.
 - 4. Blood alcohol concentration of 0.04 or greater when performing a safety-sensitive position.
- D. Operating a City vehicle or conducting City business while impaired by drugs or under the influence of alcohol.
- E. The use or possession of alcohol or illegal drugs in a City vehicle, whether on or off duty.
- F. Manufacturing, distributing, dispensing, possessing, or using controlled substance in the workplace.

Employees attending social functions in conjunction with a training and/or conference may consume a moderate amount of alcoholic beverages if the function does not involve the use of a City vehicle and the employee's conduct does not reflect poorly upon the City.

IV. Testing to be Performed

- A. Drug testing is conducted by analyzing an employee's urine specimen at a lab certified by the U.S. Department of Health and Human Services and at a lab as designated by the Human Resources Department. The employee will provide a specimen in a location that affords privacy. The "collector" divides the specimen into two (2) bottles, known as "split specimen", in the presence of the donor, seals and labels it, completes a chain-of-custody form, and prepares the specimen and accompanying paperwork for shipment to a Human Resources-approved drug testing laboratory.
- B. Upon verification of a positive-test results, the City-contracted Medical Review Officer (MRO) shall notify the employee of the right to have the split specimen tested within 72 hours. The testing of the split specimen will be conducted at the employee's expense.
- C. Testing will be conducted for prohibited drugs and drug metabolites in the following circumstances:
 - 1. Pre-Employment
 - 2. Random
 - 3. Return-to-Duty/Follow-Up
 - 4. Post-Accident

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5. Reasonable Suspicion

D. The following prohibited drugs/drug metabolites will be tested for:

1. Marijuana (THC)
2. Opiates
3. Phencyclidine (PCP)
4. Cocaine
5. Amphetamines

E. Testing for alcohol will be conducted via breath alcohol test in the following circumstances:

1. Pre-Employment (optional under DOT)
2. Random
3. Post-Accident
4. Reasonable-Suspicion
5. Return-to-Duty

V. Whenever the term "drug", "drugs", or "controlled substances" is used in this policy, it is in reference to the substances listed above. The City will not test for any other substances under this policy. The City may, however, test for other controlled substances pursuant to its general Drug and Alcohol Policy non-DOT.

VI. Drug and Alcohol Testing

To insure compliance with the above rules, the City may require that an employee or prospective employee submit to a breath, urine and/or any other available scientifically valid means of testing to determine the presence of illegal or unauthorized drugs or alcohol and as a condition of employment or continued employment under the following circumstances:

A. Pre-Employment Testing: All applicants for employment, including part-time and seasonal positions, are subject to pre-employment testing.

1. After a conditional offer of employment has been extended, and prior to beginning employment with the City of Celina, all persons shall be required to submit to a drug and alcohol test as a part of the routine physical exam.
2. If a pre-employment test is cancelled for any reason, the applicant shall be required to take another test with a verified negative result. All employment offers are contingent upon passing the drug screen with a negative result and before performing safety-sensitive job duties.
3. Previous Employer Information-the City is required, with the applicant's-required written consent, to obtain information from

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previous DOT-regulated employers for the past two (2) years prior to the date of application, promotion, or transfer. The City will request the previous employer provide alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations. The City will obtain and review the information prior to hiring. The City also will ask the applicant if he/she tested positive, or refused to test on any pre-employment drug or alcohol test administered by an employer to which the applicant applied during the past two (2) years. If the applicant admits to such conduct, the applicant will not be hired. If the applicant refuses to provide the City with the required written consent, he/she will not be hired.

4. If the previous employer's response is not obtained within 30 days, the employee will not be allowed to perform DOT functions unless there is documentation of good faith efforts to obtain the requested information.
- B. Random Testing - Random testing selections are provided by Human Resources and are made using a scientifically-valid method (computer-based random number generator) and are spread reasonably throughout all periods of the calendar year (all days and hours of operation). Each employee subject to this policy will have an equal chance of being tested each time random selections are made. The number of employees randomly selected will be in accordance with applicable DOT regulations. Each employee randomly selected for testing shall be tested during the selection period. Each employee selected for random testing shall proceed to the test site immediately after notification. If the employee is performing a safety-sensitive function at the time of notification, the employee's supervisor or department director will ensure that the employee ceases to perform the function and proceeds to the testing site within one (1) hour. Refusal to submit to random testing when notified or failure to report to the designated testing site within one (1) hour will be considered a test refusal. The Human Resources Generalist will be the Designated Employer Representative (DER) for the City and will ensure all testing is conducted as required by the random testing selections provided by the Human Resources Department.
- C. Reasonable Suspicion Testing-A reasonable suspicion test will be conducted if a trained supervisor has a reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, observable, contemporaneous, and particular observations concerning the appearance, behavior, speech, performance, and/or body odors of the employee.
1. Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after the

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period of workday the employee is required to be in compliance with this policy. If reasonable suspicion alcohol testing cannot be administered within two (2) hours after observation, a written statement explaining why the test was not promptly administered shall be given to the Director of Human Resources. If reasonable suspicion alcohol testing cannot be administered within eight (8) hours after the observation, the City will cease attempts to administer the test and document why the test was not administered.

2. Reasonable suspicion drug testing will be conducted as soon as practicable but no later than 24 hours after the reasonable suspicion observation. If the employee is not tested within 24 hours, the supervisor shall submit a written report documenting the reason why to the Director of Human Resources.
 3. Employees being ordered for reasonable suspicion testing will be transported to the testing facility by either their direct supervisor, another supervisor with the department, or their department director. Under no circumstances will the employee be allowed to drive himself/herself. If a reasonable suspicion occurs after hours, the supervisor will transport the employee directly to the City's designated testing facility. The City will arrange to have the employee transported home after the testing is completed.
 4. If a DOT-regulated employee refuses to submit to a reasonable suspicion test, he/she will be verbally advised that successful drug/alcohol tests are a condition of employment and shall result in termination of employment under the City Drug and Alcohol (All City Employees).
 5. While waiting for the results of a reasonable suspicion test, an employee shall be placed on administrative leave with pay pending the outcome of the test and subsequent investigation. The employee shall not return to the work place until he/she has been contacted by the Human Resources Department or his/her immediate supervisor and advised to do so.
- D. Post-Accident Testing- In accordance with *DOT 49 CFR, Parts 40, and 382*, DOT-regulated employees shall be tested following applicable accidents/incidents. Post incident testing includes alcohol and drug testing. When considering DOT post-accident/incident testing, all covered employees whose performance could have contributed to the incident will be tested, e.g., administrative, dispatcher, mechanic, driver, passenger, etc.
1. Employees must remain readily available for testing after an accident/incident. An employee shall not return to duty or perform safety-sensitive job functions until a verified negative

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alcohol and drug test results are received. An employee refusing a post-accident/incident test will be considered a test refusal, and his/her employment shall be terminated.

2. Post-accident testing will be conducted in accordance with *DOT 49 CFR, Part 382.303 Regulations (FMCSA)*, if:
 - a. There is a fatality; or
 - b. The City driver/operator is issued a citation within eight (8) to 32 hours of the occurrence due to a violation arising from the accident, tests will be performed if:
 - i. An individual requires immediate medical treatment away from the scene.
 - ii. One (1) or more of the vehicles suffer disabling damage that requires a tow away from the scene (disabling damage is damage that prevents the vehicles from leaving the scene in its usual manner, in daylight, after simple repairs).
3. Time Limits
 - a. DOT Alcohol Post-Accident Time Limits- Tests shall be performed as soon as possible, but no later than eight (8) hours following the accident. Post-accident testing is stayed while the employee assists in the resolution of the accident or receives medical attention following the accident. If alcohol testing cannot be performed within two (2) hours, the reason for delay shall be documented and efforts must continue to administer the test. If alcohol testing cannot be performed within eight (8) hours, all attempts should cease and documented as to the reason for the testing failure.
 - b. DOT Drug Post-Accident Time Limits-Tests shall be performed as soon as possible, but no later than 32 hours following the accident. Post-accident testing is stayed while the employee assists in the resolution of the accident or receives medical attention following the accident. If the drug testing cannot be performed within the required time all attempt should cease and documented as to the reason for the test failure.

E. Return to Work

1. If an employee is on leave for 90 days or more, he/she are required to have a pre- employment test completed and passed prior to returning to duty.
2. Applicants, who were tested more than 90 days prior to performing safety-

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sensitive duties, must have a new pre-employment test performed and passed prior to performing safety-sensitive duties.

VII. Test Results-All drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the City. When a positive result is received, the MRO will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in his/her urine specimen. If the employee provides appropriate documentation and the MRO determines there is a legitimate medical reason for the positive results, the test will be reported to the Human Resources Generalist or designee.

A. Test results will be classified as Negative, Positive, or Test Refusal:

1. Negative-A verified negative is acceptable for drug testing. For alcohol, a verified test result below 0.04 is acceptable per DOT regulations.
2. Positive-The following test results shall constitute a positive result:
 - a. --Verified positive result.
 - b. --Verified BAC (Breath Alcohol Content) greater than 0.04.
3. Test Refusal-Test refusals are considered **positive** test results.

B. An employee is considered to have refused to take an alcohol/drug test if:

1. He/she fails to appear for a test within a reasonable time, as defined by the employer.
2. He/she fails to remain at the testing site until the testing process is complete and released to return to duty.
3. He/she refuses or fails to provide a breath or urine specimen as required.
4. He/she fails to permit an observed specimen collection when required.
5. He/she fails to provide sufficient amount of volume with no valid medical explanation.
6. He/she fails or declines to take an additional drug/alcohol test as directed by the employer or collector.
7. He/she fails to undergo a medical exam/evaluation when required.
8. He/she fails to cooperate with any part of the testing process, e.g., refusal to empty pockets, wash hands, remove hat, are confrontational, etc.
9. MRO verification of a test as adulterated or substituted.
10. He/she refuses to sign Step 2 of the Alcohol Test Form (ATF).
11. He/she leaves the scene of an accident without just cause prior to submitting to a test.

VIII. Notification of Test Results- The City shall notify applicants of verified positive test results in writing. The City shall notify an employee of the results of random, reasonable suspicion, and post-accident/incident drug tests if the results are verified positive and which controlled substance(s) are verified positive. The City also will make reasonable efforts to notify any employee who tested positive but is unreachable

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by the MRO. He/she shall be notified and instructed to contact the MRO within 72 hours.

<u>Test Result</u>	<u>Outcome</u>
Negative Dilute (creatinine level is equal or greater than 5mg/dl)	Retest will be done unobserved
Negative Dilute (creatinine level is between 2-5mg/dl)	Retest will be done under direct observation
Fatal Flaw/Rejected	Retest will be done under direct observation
Invalid Result (without medical explanation)	Retest will be done under direct observation
Primary is positive adulterated/substituted and split is unavailable or invalid	Retest will be done under direct observation
Primary is positive and split test fails to reconfirm	Test is considered cancelled
Primary is adulterated/substituted and split fails to confirm adulteration/substitution	Test is considered cancelled
Primary is positive and split fails to confirm but is adulterated	Test primary for adulteration

VIII. Consequences - Employees who are found to be positive of drug/alcohol substance(s) will be removed immediately removed from performing safety-sensitive functions.

- A. An employee who is tested and has an alcohol concentration of 0.02 to 0.039 shall not be permitted to perform safety-sensitive functions for a minimum of 24 hours and shall be disciplined under City policy. If a tested employee has an alcohol concentration of 0.04 or greater, his/her employment shall be terminated under City Drug and Alcohol Policy.
- B. Employees and job applicants with positive results will be terminated from employment or have their offer of employment rescinded.

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- C. An employee's refusal to submit to random tested when notified, or failure to report to the testing site within one (1) hour, shall be considered a test refusal. All test refusals (under DOT regulations) are considered positives and shall be terminated from employment under Citypolicy.
 - D. An employee's refusal to submit to reasonable suspicion testing shall be considered a test refusal. All test refusals (under DOT regulations) are considered positives, and the employee will be terminated from employment under City policy. The date the test refusal occurs shall be the final workday of the employee, and he/she will not be eligible for discretionary benefits.
 - E. Applicants who refuse to test or who yield a positive test result will not be considered for employment.
 - F. The City will conduct an investigation and depending on the circumstances the City can elect to follow the Federal stipulations under the U.S. Department of Transportation rules and regulations for testing positive or if an employee refuses to test or elect to exercise the City's right to immediately terminate the employee.
- IX. Prescriptions and Over-the-Counter (OTC) Medications** - Some prescriptions and OTC medications might adversely affect an employee's ability to perform his/her job safely. Employees are responsible for discussing their job duties with their physician, expressly if they are a DOT- regulated employee. For more guidelines on OTC medications, please refer to the City Drug and Alcohol Policy. An employee shall not report for duty requiring the performance of safety- sensitive functions if he/she uses any controlled substance except when the use is pursuant to the instructions of a licensed medical practitioner who advised the employee that the substance will not adversely affect the employee's ability to safely operate a commercial motor vehicle.
- X. Employee Admission of Drug/Alcohol Use** - An employee who admits to alcohol misuse or drug use must do so in accordance with the City's Drug and Alcohol Policy, provided the employee may not self-identify in order to avoid the testing requirements of this DOT Policy. The employee must make the admission prior to performing a safety-sensitive function (prior to reporting to work). After admission, the employee may not perform a safety-sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational and treatment requirements. A drug and alcohol abuse evaluation expert, e.g., an EAP professional, SAP, or qualified drug and alcohol counselor shall determine successful completion. Prior to the employee performing safety-sensitive function, he/she must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.
- XI. Confidentiality** - All information relating to alcohol or drug testing shall be protected by the City as confidential unless otherwise required by law or authorized in writing by the employee. All results will be maintained in a confidential file within the Human Resources Department.

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- A. Records will be released to subsequent employers with a written request from the covered employee. Without the employee's written consent, records must be released only to those authorized under DOT regulations.
 - B. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results or any other related matters will likely result in disciplinary action, up to and including termination of employment.
- XII. Records Retention** - The City shall maintain records under this policy as mandated by DOT regulations.
- XIII. Education and Training** - Supervisors also shall be trained on the proper procedures for confronting and referring the employee for testing, which includes one (1) hour of drug training and one (1) hour of alcohol training for reasonable suspicion recognition. This training shall be conducted/coordinated by Human Resources.
- XIV. Contact** - Questions regarding this policy should be directed to Human Resources.

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7.06 – Handguns and Firearms

I. Purpose:

The purpose of this policy is to establish the rules and procedures governing the carrying of handguns and firearms by City of Celina employees in the course and scope of their employment.

II. Scope:

This policy applies to all City of Celina employees.

This policy governs the open or concealed carry of "handguns," and "firearms" as defined in Section 46.01 of the Texas Penal Code.

III. Definitions:

- A. "Handgun" means any firearm that is designed, made, or adapted to be fired with one hand, as defined in Section 46.01 of the Texas Penal Code.
- B. "Firearm" means any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use, as defined in Section 46.01 of the Texas Penal Code. The term Firearm includes a handgun.
- C. "Licensed Handgun Holder" means a person who is licensed pursuant to Subchapter H, Chapter 411 of the Texas Government Code.
- D. "Premises" means a building or a portion of a city building, as defined in Section 46.035 of the Texas Penal Code. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area.
- E. For the purposes of this policy only, an "employee" includes all City of Celina employees including all full-time, part-time, and temporary employees, and contract employees.

IV. Firearm and Handgun Policy:

A. City Premises:

City employees are prohibited from carrying a firearm onto City premises. The prohibition stated above shall not apply to a peace officer or those persons who have written authorization to carry a firearm as part of their official duties.

B. Vehicles:

- 1. A City employee may transport or store a firearm in his/her personal vehicle in a City parking lot and/or space so long as the vehicle is locked, unless otherwise prohibited by law.

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2. A City employee is prohibited from possessing or storing a firearm in a vehicle owned or leased by the City of Celina, regardless of whether the employee is a Licensed Handgun Holder, unless the City employee is authorized to carry a firearm in a City vehicle as part of his/her normal course and scope of employment, such as a police officer.

C. Prohibited Areas:

1. It is a violation for a City employee when performing City duties or functions to carry a firearm in any location where the carrying of the firearm is not authorized by law. An employee also is prohibited from carrying a weapon while on duty or at any time while engaging in City-related business.
2. Prohibited weapons include, but not limited to, firearms, clubs, explosive devices, knives with blades capable of inflicting serious bodily injury or death by cutting or stabbing, brass knuckles, and the like.
3. An Employee does not have an expectation of privacy, and the City retains the right to search for firearms and other weapons on all City property.

D. Restricted Access:

Employees who have meetings with the public must be aware that those persons may openly carry handguns in public areas. If you have meetings with members of the public, the meetings should be conducted in spaces that are not designated for restricted access. Restricted access areas are any portions of the premises that the public is prohibited from accessing.

V. Intervention:

- A. Except peace officers, City employees are prohibited from questioning the public regarding whether a person holds a proper license. Only peace officers may question a person who is carrying a handgun license as to whether the person holds the proper license under Chapter 411 of the Texas Government Code.
- B. Anytime another City employee carries a firearm/weapon onto City premises or in a City vehicle (and is not authorized to do so), an employee should notify a supervisor and the supervisor will take the appropriate action necessary to resolve the situation.
- C. If any person carrying any firearm/weapon displays erratic/concerning behavior or appears intoxicated, the City employee (regardless of location), should:

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1. Move to a safe location;
2. Dial 911 to alert police so that they may dispatch assistance to the site;
and
3. Notify a supervisor immediately.

VI. Enforcement: A violation of this policy may result in adverse employment action, up to and including termination. Violations may also incur criminal penalties.

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7.07 – Workplace Violence

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents occur.

I. Zero Tolerance

- A. Harassment, intimidation, threats threatening behavior, violent behavior, or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the City, whether the conduct occurs on or off duty, is strictly prohibited.

II. Mandatory Reporting

Every City employee shall immediately notify their supervisor, Department Director, the Director of Human Resources, and/or the Police Department of any prohibited weapon they observe while on City property.

III. Protective Orders

An employee, who applies for or obtains a protective or restraining order which lists City locations as being protected areas, shall immediately provide the Director of Human Resources and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which has been granted, and a copy of any protective or restraining order which has been made permanent.

A City employee shall immediately advise their supervisor, their Department Director, and the Director of Human Resources of any protective or restraining issued against them.

IV. Confidentiality

To the extent possible, while accomplishing the purposes of this policy, the City shall respect the privacy of reporting employees and will treat information and reports confidentially. Such information shall be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as might otherwise be required by law.

V. City Property

For purposes of this policy, City property includes, but is not limited to, owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation parks and facilities, and swimming pools.

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VI. Documentation

When appropriate, threats and incidents of violence and possession of dangerous weapons will be documented. Documentation shall be maintained by the Director of Human Resources and/or the Police Department.

VII. Policy Violations

Violations of this policy might lead to disciplinary action, up to and including termination of employment. Policy violations also might result in arrest and prosecution.

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Regular, full-time employees shall notify their supervisor **before** accepting additional employment outside City employment and shall be subject to certain restrictions as outlined below. Certain key Department Directors, Division Managers, and technical personnel might be expected to devote all their working energies and focus to the performance of their City duties and responsibilities. These employees might not be eligible to accept paid outside/off-duty positions.

The following provisions for outside/off-duty employment applies:

- I. The City requires that an employee's activities and conduct away from the job must not compete or conflict with, or compromise the City's interest or adversely affect job performance and the ability to fulfill all responsibilities to the City. These requirements, for example, prohibit employees from performing any services for customers on non-working time that are normally performed by City personnel. This prohibition also extends to the unauthorized use of any City tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside/off-duty business during paid working time. Employees who get paid for working for another public entity, e.g., county commissioner, or other boards, shall receive **prior** approval and use vacation time, compensatory time, or unpaid time if paid time off is not available, if they need to be off work from the City and the time away falls within their regular work hours.
- II. All full-time employees must obtain **prior** approval from their supervisor before any outside/off-duty employment is undertaken. Employee requests for permission to accept outside/off-duty employment, shall submit an "Outside Employer Agreement" before such employment is approved. All other employees who accept additional employment shall be required to sign an "Outside Employer Agreement" and have the second employer sign the agreement before such employment shall be approved.
- III. Employees are cautioned to consider carefully the demands that additional work activity will create before requesting permission to seek or accept outside/off duty employment. Outside/off-duty employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving work early, refusal to travel, or refusal to work overtime or different hours. If outside/off duty work activity does cause or contribute to job-related issues, authorization might be revoked. Failure on the part of an employee to notify the supervisor of and outside/off duty employment might result in disciplinary action, up to and including termination of employment.
- IV. An employee shall not:
 - A. Solicit, accept or engage in concurrent outside employment that could reasonably be expected to impair independence of judgment in, or faithful performance of their official duties, and/or which substantially interferes with their ability to perform his Job with the City.

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- B. Personally provide services for compensation, directly or indirectly, to a person or organization that is requesting an approval, investigation or determination from the department of which the employee is a member. An exception exists, with prior supervisory approval, for police officers that work approved outside employment.
- V. Employees shall not hold outside/off duty employment while on Family and Medical Leave (FML) or while receiving worker's compensation benefits unless expressly authorized ***in writing in advance*** by their Department Director, Human Resources, and the City Manager. A record of such authorization must be placed in the employee's personnel file.
- VI. In some cases, part-time City employees hold primary employment elsewhere. In those instances, the employee shall comply with all City work rules, policies, and procedures when working at the City.
- VII. If an employee becomes unable to perform the duties of his/her City job because of any injury or other incapacitating cause while in the employment of their outside/off duty job, the City, at its sole option, might reduce the benefits otherwise granted by these policies to whatever benefits the City deems to be reasonable.
- VIII. This section shall be interpreted to comply with Federal and State law regarding Worker's Compensation, pensions, or disabilities.

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7.09 – Tobacco and E-Cigarette Products

I. Purpose

It is the intent of the City of Celina to provide a healthy work environment for its employees. Therefore, the City restricts the use of tobacco products in all City buildings, vehicles, and equipment and strives to develop a tobacco free environment.

II. Eligibility

This policy applies to all City employees while they are on duty, utilizing City vehicles or equipment, owned or leased by the City, or in City facilities.

III. Smoking

All City-owned, operated, leased or managed buildings shall be smoke-free. All City-owned or operated vehicles shall be smoke-free.

IV. Smokeless Tobacco

The use of smokeless tobacco is offensive to many people, citizens and co-workers alike. It is therefore, the policy of the City of Celina to restrict the use of smokeless tobacco by City employees.

The use of smokeless tobacco is restricted in City buildings, City vehicles or while employees are conducting City business with other employees, citizens, contractors, and interacting with the public - including special events. City departments may implement other restrictions regarding time and use of smokeless tobacco.

V. Disposal

An employee shall responsibly dispose of all waste products generated by his or her use of smokeless tobacco products. Smokeless tobacco should be disposed of properly, discretely and in a closed container. Though other provisions of this policy allow the use of smokeless tobacco products, a supervisor may prohibit the use of smokeless tobacco products in any area where employees fail to responsibly dispose of waste products generated by the use of smokeless tobacco products.

City employees who experience performance or personal difficulties while overcoming a nicotine addiction may seek help through the City's Health Insurance Programs or Employee Assistance Program (EAP). Interested employees or supervisors may contact a representative from the Human Resources Department for assistance.

Any violation of this policy may result in disciplinary action in accordance with the City's policies.

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7.10 – Solicitation and Acceptance of Gifts

I. Solicitation

Solicitation of funds or anything of value for any purpose whatsoever will not be permitted of, or by, City employees on the job unless authorized by the department Director. An employee is not required to make any contribution, nor may an individual be penalized in any way in connection with their employment according to their response to a solicitation. Any non-employee engaging in soliciting will be asked to leave the City premises.

II. Acceptance of Gifts

- A. The purpose of the policy governing gifts to public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift and prevent criminal conduct per City policy.
- B. No officer or employee of the City shall accept, directly or indirectly any gifts, privilege or employment from any corporation, business or entity enjoying business from the City. The City recognizes that food items may be received from citizens and vendors as a thank you for service during holiday time and on other occasions. Such offerings are permissible and should be made for the enjoyment of everyone as available in that particular department, division or worksite.
- C. Items that are not consumable on the premises shall be returned, donated to a city program or community organization or used as a door prize at a City event.
- D. This policy is not intended to prohibit the employee or departments from accepting discounted values when carrying out departmental (non-personal) business or accepting courtesies generally extended to business or governmental organizations within reason.
- E. Employees can attend events and sponsored events from citizens and vendors at the discretion of the employee's supervisor.
- F. Questions regarding acceptance of gifts should be channeled through the Department Director.

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- I. The City of Celina desires to project a positive and professional image of employees representing the City. Employees are expected to dress in a conservative, professional manner that is appropriate to their position and to observe good grooming and personal hygiene habits. Presenting a positive image creates a favorable impression for the City, promotes confidence in the services the City provides, promotes respect among coworkers, and encourages higher working standards. This policy provides guidelines for appropriate appearance, uniform, and grooming.
- II. This policy applies to all employees (regular, temporary, and seasonal) at all times. Due to many types of jobs within the City, several different dress standards are necessary. An employee who is in doubt as to which dress standard applies, should contact their supervisor.
- III. Public Safety employees shall comply with the requirements of those departments as issued in General Orders. In instances where this policy conflicts with those orders, the more restrictive shall apply.
- IV. The following provides guidance to aid in interpreting this policy:
 - A. Casual Dress:
 1. The casual shirt may be either an oxford and/or a golf shirt or a professional blouse to wear as part of the accepted casual attire. City logo shirts may be worn with style approval by the Department Director and the Purchasing Department. Shirts purchased by employees may be worn at their discretion unless otherwise directed by his/her Department Director. Jeans are also permissible casual dress attire and may be worn at employee discretion unless otherwise directed by the employee's Department Director.
 2. Casual does not mean sloppy. Clothing should be clean, wrinkle free and without holes and frays. Tank tops, shorts, t-shirts, tennis shoes, combat boots, and other clothes or accessories that are revealing, disruptive, or generally better suited for the gym, beach ball game, or even a trendy club are not acceptable office attire.
 3. Tennis shoes may be worn only on Fridays or in the event the position requires on-going physical labor or working in a dirty environment.
 4. When in doubt, leave it out. The intent of casual wear is to make employees feel more comfortable, yet project a positive image. If there is even the slightest question about suitability of one's attire or accessories, it should not be worn to work.
 5. On occasion employees making presentations to the City Council or other groups of like stature are expected to dress in business casual.
 - a. Business casual dress is designed to allow employees maximum comfort at work, while at the same time allowing for an appearance standard that is higher than that of casual dress appearance.
 6. Supervisors shall periodically review their employees' attire to ensure that

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required standards are met and that deficiencies are detected and corrected. Each supervisor is responsible for ensuring that their employees maintain a neat, professional appearance in accordance with this policy.

B. Grooming and Hygiene:

1. Each employee shall maintain personal hygiene, grooming, and general appearance that is neat, clean, professional, reflective of the City's philosophy of pride and professionalism, and commensurate with accepted general business practices. Such grooming standards prohibit exotic, ostentatious, gaudy, or other similarly unprofessional appearances. Examples include, but are not necessarily limited to, spiked hair, Mohawk, visible body piercing (except earrings), obscene or offensive tattoos, unkempt or unclean hair, lack of personal hygiene, or scraggly facial hair. Exceptions to grooming standards will be considered on the basis of legitimate personal or religious standards. Facial hair shall be kept clean and neatly trimmed. Nothing in this policy shall prohibit a supervisor from restricting clothing or other personal grooming attributes that might create a safety hazard based on the employee's job duties.

C. Accessories:

1. Clothing shall not be an advertisement or endorsement. Logos or insignias, such as the City logo, small manufacturing logo/names, or small non-ostentatious wording, signs, or symbols are acceptable. Extreme or outrageous color schemes or other accessories, accouterments, or designs deemed by a supervisor or higher authority to be inappropriate or objectionable should not be worn. Employees shall wear undergarments. Except for the exposed front of T-shirts worn with an open collar, all undergarments shall be worn in a manner concealed by outer clothing. All footwear is expected to be appropriate to the employee's position. Shoes are to be neat, clean and in good repair. Thong sandals or "flip-flops" are never allowed.

D. Uniforms

1. The City supplies some employees with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacements when necessary. Uniforms must be clean and neat. City uniforms will not be used outside of work, for personal use, or by a third party. When the employee terminates employment with the City, uniforms and other City equipment must be returned in good condition before the final check is authorized. The employee will agree in writing to allow a payroll deduction to cover the cost of lost or damaged City property and unreturned uniforms from the employee's final paycheck prior to deduction.

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E. Return of Clothing upon Employment Termination:

1. An employee shall return all City purchased apparel or uniforms upon termination from City employment except in those cases when the Department Director authorizes that the person retains selected clothing items that have been worn, do not contain any City identifiers, and are determined to have no value to the City.

F. Dress Code Summary:

1. Business casual dress is a privilege and benefit provided to employees of the City of Celina in an effort to maximize work enjoyment while projecting a professional work image. As such, it is everyone's responsibility to present a personal appearance that is professional and reflects well on the organization. Department Directors shall have discretionary authority to enforce expectations of dress and style appropriateness for the job and shall be responsible for addressing any policy abuse.

G. Dress Code Exceptions

1. Unusual circumstances as approved by the supervisor, such as weather conditions, special work assignments, medical reasons, worksite conditions and/or unusual working hours or situations, may be sufficient reasons to grant an exception to the departmental dress code.

- V. In all cases, the City will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to their supervisor, Department Director or Human Resources. Employees in violation of this policy may be sent home. In such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. The employee is expected to return immediately to work. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

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7.12 – Vehicle Use

I. Purpose

The purpose of this policy is to establish the rules and procedures governing the assignment, use and reporting requirements of City vehicles including take-home vehicles. This policy will implement both federal and state mandated regulations and City policy and procedures. City owned vehicles shall be operated in compliance with all applicable state, and local laws and ordinances.

II. Eligibility

- A. The Department Director may recommend a take home vehicle for an employee if the following criteria are met:
 - 1. The employee works in the Fire department and has an assigned vehicle;
 - 2. The employee works in the Police department and has an assigned vehicle;
 - 3. The employee is “on-call” and has an assigned vehicle
 - 4. The City Manager has given approval.

III. Definitions

- A. Take-Home Vehicle - is any vehicle that is owned, leased, rented or otherwise under the care, custody or control of the City and is taken from the City premises after normal working hours to remain in "home storage" overnight for the use of a City employee or authorized representative for a bona fide city purpose. Take-home vehicles are either assigned to an employee by the Department Director or used by employees for on-call purposes.
- B. Bona fide City Purpose - A bona fide city purpose is conducting official city business only.
- C. Personal Use - Personal use is not allowed while the operator is on-call. Family members and non-city employees are not allowed in a city take home vehicle. Any exceptions to this policy must be approved by the Department Director and City Manager. Any family members and non-city employees riding in a city vehicle must sign and agree to a waiver of liability to be kept on record with the HR department prior to being in the vehicle. Depending on insurance liability age restrictions for riding in a city vehicle may be enforced. The transportation of non-city employees, as approved per policy, is allowed if the transport would lead to increased effectiveness and efficiency of the department such as a ride-along program.
- D. Exempt Vehicles - According to Federal guidelines and for purposes of tax calculation only, certain vehicles and equipment, particularly emergency and utility service vehicles (normally not to include pickup trucks or vans), designated by Federal law are exempt for the purpose of increased tax liability. This exemption means that the taxable income of the employee assigned to one of these vehicles will not be affected.

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- E. Home Storage - is defined as a vehicle kept at the employee's residence. Vehicles may be parked in the streets if unable to park in a driveway, and employees must avoid situations that would give rise to a legitimate complaint from neighbors, such as blocking streets, driveways, alleys, etc.
- F. Non-Exempt Vehicles - According to Federal guidelines and for purposes of tax calculation only, all other vehicles of the City that do not meet the criteria to be exempt vehicles are classified as "non-exempt." These non-exempt vehicles normally include pickup trucks and vans. By "non-exempt" the Federal government means that a tax liability will be incurred by the employee to whom the use of the vehicle is assigned.
- G. Hand-held devices - Include but are not limited to cell phones without a hands-free device, radios, and navigation tools.
- H. Tax Liability-An employee who has a non-exempt, assigned take home vehicle will have an assessment, of \$1.50 on each one-way trip and it will be added to their taxable income for each day of use. The assessed amount is added to the employee's taxable income only for the purpose of calculating the tax liability. The employee assigned the use of a non-exempt take home vehicle will be responsible for the tax on the assessed amount. Specialized vehicles such as animal control vehicle with cages, marked police and fire vehicles are exempt from the taxation. See list in section IV.
- I. Assignment/Reporting Requirements for Take Home Vehicles - Employees that are to be assigned a take home vehicle, whether for daily use or an on-call basis, must be recommended by the Department Director and approved by the City Manager or their designee.

IV. Exempted Vehicles

- A. Below is a list of exempted vehicles as outlined in the Federal Register Vol. 50. No. 215/Public Law 99-44:
 - 1. Clearly marked police and fire vehicles,
 - 2. Delivery trucks with seating only for the driver and folding jump seat,
 - 3. Flatbed trucks,
 - 4. Cargo vehicles with a gross vehicle weight over 14,000 pounds,
 - 5. Passenger buses with a capacity of at least 20 passengers,
 - 6. Ambulances or hearses,
 - 7. Bucket trucks or "cherry pickers",
 - 8. Cranes and derricks,
 - 9. Forklifts,
 - 10. Cement mixers,
 - 11. Dump trucks and garbage trucks,
 - 12. Refrigerated trucks,
 - 13. Tractors,

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14. Combines,
15. School buses,
16. Specialized utility repair trucks,
17. Moving vans,
18. Unmarked law enforcement vehicles operated by an officer or arson investigator who is a full-time employee, authorized to carry a firearm, execute search warrants, and make arrests.

*All other vehicles exempted by the IRS under special rulings.

V. Procedures

- A. Department Directors/Division Managers will prepare a written request which will indicate the individuals to be assigned vehicles, the length of the assignment, the location of home storage, the vehicle type and number and a bona fide city purpose for each assignment. This request will be reviewed annually by the Department Director, Manager and be accompanied by an acknowledgement form signed by the employee acknowledging having read and received this policy. Finance will submit the final list to the City Manager for approval.
- B. Finance will be considered the primary repository for the take home vehicle records and will be responsible for initiating the annual re-approval process (generally Oct. 1st).
- C. Modifications to the take-home list will be reported to Finance.
- D. For security purposes all records for Police undercover vehicles will be maintained in the Police Department following approval by the City Manager.
- E. If the vehicle that is assigned is non-exempt, the employee to whom it is assigned will incur the tax liability previously described. That employee will also be given the opportunity to complete a new W-4 to adjust withholdings for this liability. For each pay period, the number of one-way commutes incurred for an employee assigned a non-exempt vehicle should be reported to Finance with their biweekly timesheet and appropriate form.
- F. Once an on-call assignment has been approved by the City Manager, new requests are necessary only when changes in status (i.e.; new employee, reorganization of duties, employee moves, etc.) occur or as part of the annual review.

VI. General Provisions

- A. City vehicles are to be used for conducting official City business. The City reserves the right to search those vehicles at any time, for any purpose. Employees have no expectation of privacy in city vehicles.

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- B. The operation of City take home vehicles by non-employees is not allowed.
- C. All precautions shall be taken to ensure the safety and security of City Vehicles. This includes, but is not limited to, locking all doors and/or compartments and properly parking vehicles in accordance with applicable laws and ordinances.
- D. Employees authorized to take a vehicle home must drive the vehicle to and from work by the most direct route, without any deviation. The location of home storage for a City vehicle may not be further than 15 miles and/or 30 minutes of drive time or less from the City limits unless approved in writing by the City Manager.
- E. Use of the City vehicle for going to and from lunch shall be restricted within ten (10) miles of the City of Celina limits.
- F. Carpooling to and from work and home in a City vehicle is not allowed. This restriction includes carpooling with other employees and non-employees. No children or family members may be in the vehicle without. Other employees or non-employees may ride in a City vehicle as long as the bona fide city purpose is not for carpooling or commuting on a regular basis.

Example: Inclement Weather, Ozone Days, Schools and Conferences, etc. are acceptable reasons for carpooling.

- G. If an accident occurs while taking a vehicle home, the employee and his/her supervisor shall report the accident to their Manager and Department Director immediately. A drug and/or alcohol test will then be administered as described in the City's Alcohol/Drug Policy.
- H. City employees involved in accidents while not in the "course and scope of employment" are responsible for all liabilities arising from the accident.
- I. Employees and supervisors who fail to comply with the requirements of this policy will be subject to disciplinary action as described in the City's Policies.
- J. Employees may not use tobacco, e-cigarette, vaping, drugs, alcohol or other controlled substances while operating any City Vehicle.
- K. City employees may not use hand-held devices while operating a City Vehicle - whether the vehicle is in motion or stopped. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. All motor vehicles must be legally and safely parked to operate hand-held devices. Such restrictions for Police and Fire department personnel will be governed by Police and Fire Department policy.
- L. City employees may use accessories or vehicle-based equipment which allows

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for a hand-held device to be operated hands-free for voice calls only, so the driver may be able to maintain the use of both hands to control the vehicle. Vehicle operators are still required to use good judgment when using hands-free equipment so as not to be distracted from maintaining control of the vehicle.

- M. Department Management shall be authorized to restrict the use of hands-free usage based on the operational needs of the Department or because of the vehicle size.
- N. The Police and Fire Department may conduct ride-along programs following their internal policies while following any City policies superseding Departmental policies.

VII. Fuel Use

- A. The Department Director/Manager shall make the decision as to who is eligible to use a fuel card, and who will be eligible to fuel equipment. The director/manager shall be responsible for card requests, transfers, replacements, and cancellations of fuel cards. All employee transfers or terminations shall be reported immediately to the department and to Finance.
- B. Appropriate use of the fuel card program is to fuel only City-owned or leased equipment and only for City business purposes. When interpretation is needed, the director/manager will decide what "City" use will be. The cardholder is responsible for appropriate use of fuel and the input of correct data at the fuel site. Any misappropriation of the fuel card program will subject employees to disciplinary action up to and including employment termination and shall not exclude criminal prosecution.
- C. The director/manager shall be responsible for monitoring fuel use, fuel invoices, and reports. Monitoring includes knowing who is getting fuel, how much fuel, which vehicle/equipment is being fueled, and the type of fuel being dispensed. The date, time, and miles per gallon of the vehicle/equipment being fueled also should be monitored. Irregular or questionable transactions must be rectified immediately.
- D. Finance shall provide training to the director/manager on how to use the fuel delivery system, how to monitor and understand the invoices and reports, and the critical and problematic areas needed monitoring.
- E. The Director/Manager shall inventory their cards and users quarterly to help Control use. Employees who continue to input incorrect data into the card reader shall have their fuel card for fuel PIN terminated by the Finance department after notification to the employee's Director/Manager. Cards that are broken or do not work will be replaced immediately by the Finance department. Employee PINs that do not work will be corrected immediately.

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Lost cards will be replaced after a 30-day waiting period. City employees shall deal directly with Finance, NOT with the fuel vendor, on matters regarding fuel cards, PINs, or other related issues.

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7.13 – Vehicle-Equipment Operating Standards

I. Statement of Purpose

To establish a policy covering minimum standards for the qualification of employees and applicants to operate City Vehicles/Equipment. Furthermore, to minimize the risk of vehicle/equipment accidents by improving the quality of drivers by permitting only those persons with appropriate licenses and acceptable driving records to operate City vehicles/equipment.

II. Procedures

For those employees who drive during the course and scope of their employment, an audit of the employee's current driver's license, as well as the employee's driving record, **can be reviewed annually** by the Human Resources Department through the appropriate agency.

III. Definitions

- A. City Vehicles shall mean any owned, leased, and/or rented passenger car, pickup, truck, or other similar type vehicles as defined by the Texas Motor Vehicle Law.
- B. City/Motorized Equipment shall include, but not be limited to, backhoes, dozers, mower-tractors, loaders, graders, and other similar equipment.
- C. A habitual violator is a person who has four (4) moving violations within any consecutive twelve (12) month period; or seven (7) moving violations within a twenty-four (24) month period, (Texas Motor Vehicle Law, V. C. S. 6687b Sec. 22(b)(4), 1985).
- D. A moving violation for the purpose of this policy are the same as defined in the Texas Motor Vehicle Law (Examples: speeding, running stop sign or signal, failure to yield, etc.)
- E. A chargeable accident is any accident reported on a Motor Vehicle Record (MVR) unless specifically stated as "not at fault" or "no fault" in the report.

IV. Applicability

- A. This directive shall apply to:
- B. City employees driving City owned, leased, or rented vehicles and/or motorized equipment.
- C. City employees receiving a monthly car allowance.
- D. City employees receiving mileage reimbursement for use of the employee's personal vehicle while conducting City business; and

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- E. Applicants for positions which require the operation of City vehicles and/or equipment.
- F. City employees covered under this directive shall upon its effective date be subject to these standards. All applicants, who are finalists for positions which require the operation of a City vehicle/equipment, or will be eligible for a car allowance or mileage reimbursement, shall have their Motor Vehicle Driving Records (MVR) audited prior to being hired.

V. Criteria for Application of Formal Levels of Discipline

In recognition of the fact that each disciplinary instance may differ, the City retains the right to treat each disciplinary occurrence on an individual basis and without creating a precedent for other cases that may arise in the future. The following criteria may be considered, as appropriate, in determining action to be taken.

- A. Severity and type of violation(s).
- B. Impact of the violation(s) on other employees and/or customers of the City.
- C. Employee's length of service and previous work record.
- D. Period of time since previous coaching or discipline.
- E. Disciplinary actions taken by the City with other employees for similar violations(s).

VI. Guidelines

The City of Celina shall require all employees driving City Vehicles/Equipment, or employees driving personal vehicles to conduct City business, to have the appropriate driver's license as required by the City and/or State of Texas.

Failure to meet the qualifications/standards listed below shall be grounds for the suspensions of the employee's driving privileges and subject an employee to the provisions of this directive.

Employees who drive, or applicants who would be required to drive City Vehicles and/or operate covered Motorized Equipment, in the course of their employment shall be required to meet and uphold certain standards. The following minimum qualifications/standards shall constitute conditions of eligibility for driving/operating privileges:

- A. The employee/applicant must hold and maintain a current valid Texas driver's license in the appropriate class for his/her position held, or applied for, before beginning work in the position requiring the license;

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- B. The employee/applicant must have attained the age of eighteen (18) years of age in order to be eligible to operate City vehicles and/or operate motorized equipment under this policy;
- C. The employee/applicant must be physically qualified to hold a driver's license and to safely operate a motor vehicle and/or motorized equipment;
- D. The employee/applicant must be insurable under the City's automobile insurance program as determined by the insurance underwriters;
- E. The employee/applicant may not be a habitual violator of traffic laws as defined by the Texas Motor Vehicle Laws.

In addition to the above criteria the City has established guidelines which shall be used to evaluate employee and applicant driving records. A Motor Vehicle Record (MVR) will be requested on all applicants, current City employees who are being considered for promotion or transfer, and at least on an annual basis on all employees required to drive/operate vehicles/equipment in the course and scope of their employment. Each employee/applicant must also meet the minimum driving criteria as outlined below:

VII. Evaluation Criteria

Applicants - Applicants, for positions requiring the operation of City Vehicles/Equipment, **SHALL NOT** be eligible for hire if:

- A. the applicant's driver's license is currently under suspension or revocation
- B. within the past three (3) years, the applicant has been arrested for or convicted of:
 - 1. Driving Under the Influence, (DUI)
 - 2. Driving While Intoxicated (DWI)
 - 3. any other alcohol-related driving offense;
 - 4. a "Hit and Run"
 - 5. "Failure to stop, render aid, and disclose I.D. as the scene of an accident"; and/or
 - 6. Negligent Manslaughter involving a motor vehicle accident.
- C. the applicant's driving record contains any of the following that have occurred within the last two (2) years:
 - 1. three (3) moving violations; or
 - 2. two (2) moving violations **and** one (1) chargeable vehicle accident; or
 - 3. two (2) chargeable vehicle accidents.

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NOTE: All vehicle accidents listed on the driving record shall be considered "chargeable" unless otherwise stated on the record or unless the applicant can provide immediate evidence to show that the accident was non-chargeable.

Employees

Employees in positions requiring them to drive City Vehicles/Equipment **SHALL NOT** be eligible to operate such vehicles; and employees receiving a car allowance or mileage reimbursement **SHALL NOT** be eligible for such payments if:

- A. the employee's license is suspended or revoked;
- B. within the past three (3) years, the employee has been convicted of:
 - 1. Driving Under the Influence, (DUI)
 - 2. Driving While Intoxicated (DWI)
 - 3. any other alcohol-related driving offense;
 - 4. a "Hit and run"
 - 5. "Failure to stop, render aid, and disclose I.D. at the scene of an accident"; and/or
 - 6. Negligent Manslaughter involving a motor vehicle accident.

Action under this section of the directive is predicated on evidence of CONVICTION. An employee who has been charged with an offense listed under this section, but who has not been convicted shall not be automatically disqualified from all driving and/or operating privileges. Pleading "no contest" or the like is the same as a conviction.

EXCEPTION: Certain departments may immediately, upon arrest for and while awaiting the outcome of a charge under this section, remove an employee from driving privileges. Within these departments the employee will be placed on unpaid Administrative Leave until such time as the outcome of the charge has been determined. Departments wishing to utilize this provision must be able to justify the need to, and receive approval from, the City Manager.

Should the charge result in conviction, (even if probated), the affected employee shall be ineligible for driving/operating privileges.

- C. The employee's record contains any of the following that have occurred within the last two (2) years:
 - 1. Three (3) moving violations; or
 - 2. Two (2) moving violations and one (1) chargeable vehicle accident; or
 - 3. Two (2) chargeable vehicle accidents.

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- D. The employee has, within the past twelve (12) months, been involved in three (3) City Vehicle accidents. Only preventable City Vehicle accidents in which personal injury occurs and/or the total incurred property damage **exceeds \$500** as determined by the Department Director or his/her designee utilizing a police accident report, if available, will be counted toward the three.

NOTE: Some departments may utilize a review board, approved by the City Manager, for making "chargeable" determination.

Employees who are in jobs requiring the driving/operating of City-owned/leased vehicles or who use a personal vehicle while conducting City business shall report:

- A. any traffic convictions to their supervisor immediately.
- B. all accidents incurred on the job, to their supervisor immediately.

Failure to report traffic convictions and accidents, as outlined above, will be sufficient grounds for removal from driving and may subject the employee to action in accordance with City policy.

VIII. Post Eligibility Determination Guideline

Employees who are required to operate City Vehicles/Equipment and are determined to be ineligible to drive due to their driving record shall be separated from employment.

NOTE: Employees who are terminated due to poor driving records may be eligible for re-hire into non-driving positions, or into driving positions after achieving an acceptable driving record.

Should an employee who receives a car allowance or mileage reimbursement become ineligible for driving privileges, that employee shall have his/her car allowance or mileage reimbursement and any City automobile insurance coverage revoked until such time that the employee meets the minimum driving qualifications/standards outlined in this directive and is eligible for reinstatement of driving privileges.

City employees who have been found to be ineligible for driving privileges under this section MAY have their privileges reinstated under the following conditions:

- A. This option must be approved in advance by the Department Director. The Director is not required to authorize this option simply based on the request. The Director will handle each employee on a case by case basis using the employee's overall driving, work performance and safety records as part of the decision making process.

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- B. The employee successfully completes a Defensive Driver Training Program approved by the City, and submits evidence of satisfactory completion of the program to the Department Director and the Human Resources Department. Furthermore, the employee will be required to participate in the approved Defensive Driver Training Program on his/her own time and not during the employee's regularly scheduled work hours.
- C. An employee who has been ruled ineligible for driving privileges may use the defensive driving course option only **once every three (3) years** in order to have his/her eligibility status reinstated.
- D. Other than the defensive driver course option, an employee who has been ruled ineligible for driving privileges shall remain ineligible for driving privileges until his/her driving record meets City driving qualifications/standards.

IX. Audit of Employee Driving Records

For employees who are authorized to operate City Vehicles/Equipment, employees who receive mileage reimbursement for using a personal vehicle while conducting City business, and employees receiving a car allowance, an audit of each employee's MVR will be performed by the Human Resources Department at least once each year. The following procedures will apply:

- A. The Department Director shall submit to the Human Resources Department a list of all department personnel who have driving responsibilities or who are eligible for a car allowance or mileage reimbursement. This list shall include the employee's name, date of birth, and current driver's license number. Human Resources will obtain three (3) year Motor Vehicle Record (MVR) on each employee listed.
- B. Employee MVR's shall be reviewed by the Human Resources Department and the underwriters for the City's insurance policy.
- C. Upon review of the MVR, in those instances when the employee's driving record does not comply with established City criteria, the Department Director shall meet with the employee to discuss the results of the MVR and to take the appropriate action in accordance with policy.
- D. Review of the driving record/history shall mean management review of the Texas Motor Vehicle Driving Record and **all** violations listed thereon; and, a review of **all** vehicle accidents involving City vehicles/equipment, experienced during the review period.

Out of state records, if available, will be obtained for applicants and employees if the individual has had a valid Texas driver's license for a period of less than three (3) years.

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X. Exceptions/Grandfather Clause

For those employees hired before the effective date of this policy; and those that have previously been arrested for violations that could, if convicted, make them ineligible; and those who have been convicted for violations which will make them ineligible to drive under the provisions of this policy the City can elect to follow the following criteria in determining exemption/grandfathering:

- A. Employees found to be ineligible due to their Driving Record and Accidents shall be grandfathered. However, any additional violations, after the effective date of this policy, shall be considered under the normal provisions of this policy.
- B. If driving is a requirement of the position, the City has the discretion on whether this policy will be followed or if the employee will be unable to fulfil the duties of their role.
- C. Employees found to be ineligible due to a Suspended License and a DWI shall be immediately removed from driving privileges and the following guidelines shall be used:
 1. Assigned non-driving responsibilities within the employee's respective department, if a position is available and the assignment does not cause and undue burden on the department (the number of reassignments will be restricted and must be approved by the City Manager).

Each employee will be handled on a case-by-case basis using the employee's overall driving, work performance and safety records as part of the decision making process:

An employee assigned to a non-driving position will receive compensation for work performed based on the classification of the position to which they have been re-assigned.

2. Be separated from employment, if the above alternative cannot be achieved within thirty (30) days from the date the employee was determined ineligible for driving privileges.
- D. Employees previously identified, before the effective date of this policy, as being ineligible and are currently under an approved alternative work program will be allowed to complete that program. However, any additional violations, after the effective date of this policy, shall be considered under the normal provisions of this policy.

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7.14 – Property and Equipment Use

I. Equipment

- A. The City may issue various types of equipment and other property to employees e.g., credit cards, keys, tools, laptops, cell phone, etc. This equipment and property are for use while on City business only unless otherwise approved by the City Council or the City Manager. Employees are responsible for items issued to them by the City as well as items otherwise in their possession or control or used by them in the performance of their duties. It is expected that employees will follow the policies set out relating to the use of City property at all times.
- B. It is the employee's responsibility to ensure all equipment issued to him/her is properly maintained. If repair is warranted, the employee is to contact their supervisor and make the necessary steps to have the equipment/property repaired. Failure to properly maintain property/equipment shall lead to disciplinary action up to and including termination of employment. All equipment is to be accounted for in a manner that befits normal use and storage, such as inventories, engraving, and the like. For items valued in excess of \$500, excluding automobiles, a departmental representative should be contacted to take digital photographs for the files.
- C. Missing equipment shall be reported to the Celina Police Department and police report filed with a phone call to and a subsequent copy of the report forwarded to the Finance Department. Note: The Celina Police Department will conduct an independent inquiry into the matter. At no time shall a supervisor or any member of City management take any action in the matter without the advice and approval of the City Manager and/or the Director of Human Resources.
- D. The use of all tobacco products, including smokeless, e-cigarette or vaping products is prohibited while operating and/or being a passenger in City owned/leased equipment. At no time shall an employee under the influence of any alcohol/drug/medication drive/operate City owned/leased equipment.
- E. Operators of all motorized equipment used in the service of the City, who become involved in any accident, may be subjected to disciplinary action up to and including termination of employment if, upon investigation, it is determined that the employee is responsible for such action or through carelessness, recklessness, or negligence contributed to the cause of such accident.
- F. Employees' use of City equipment/property does not limit the City's right to search said areas. The City has the right to search, for legitimate business purposes, City owned/leased vehicles, equipment, desks, file cabinets, and anything else owned and/or leased on behalf of the City. Employees shall have no expectation of privacy regarding any property owned by and/or leased on behalf of the City.

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II. City-Issued Firearms/Badges

- A. It is the responsibility of each department to maintain a list of all firearms and Badges issued to its employees and for the disposition of the same, whether destroyed, retired, or returned.
- B. It is the responsibility of each employee, upon separation of City employment, to return any and all City-issued firearms and badges to the issuing department.
- C. Upon separation of City employment of an employee, the affected department
 - 1. shall notify Human Resources of the separation and whether or not all firearms and/or badges have been returned.
 - 2. If the equipment has not been returned the costs of items will be deducted from the final pay check.
- D. Firearms, not prohibited weapons under Section 46.05, Texas Penal Code, and badges may be purchased by the individual peace officer or by the surviving spouse, child, or parent upon the peace officer's separation from City employment.
- E. The purchase price of the firearms and/or badges of peace officers shall be established by the City Manager after receiving recommendations from the Chief of Police and may be less than the fair market value of the firearm and/or badge.
- F. All firearms and/or badges not disposed of in this manner shall be returned to the issuing department.

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7.15 – Employee Identification

- I. All City employees are issued an Employee Identification Badge with photo when they are hired. New employees receive their Employee Identification Badge during New Employee Orientation. Contractors who will be working on site as well as temporary seasonal and less than part-time employees will also be issued identification badges. **Badges or employee identification are to be worn at all times while at work.**
- II. The employee Identification Badge is City property and can only be used for identification purposes and for employee access to City buildings. Cards cannot be used for obtaining privileges, or for any personal reasons, without the approval of the employee's Department Director. Misuse of the identification cards will be grounds for disciplinary action up to and including termination. Access to secure locations must be approved by the City Manager. The employee must wear the badge when engaged in City business unless working conditions make wearing the badge hazardous or impractical.
- III. Employees wearing a department-issued uniform are not required to wear an employee Identification Badge, but must have the badge in their possession.
- IV. The employee must wear the badge in City facilities and when dealing with the public. It must be worn so that the employee's name and photo are clearly visible. Old, faded or damaged badges should be replaced as soon as possible.
- V. If an employee loses his/her identification badge, the employee should immediately contact Human Resources Director so that the card can be deactivated. Then, contact your Department Head and fill out a form to request for a replacement badge. Employees will be responsible for the replacement costs if they lost their cards. Cost of replacement is \$10.00. Cards damaged by normal use will be replaced at no cost to the employee.
- VI. **Surrender of Identification Card Upon Termination**

Employees will surrender their identification cards upon termination of employment. The Department Director or their designee shall be responsible for collecting the department employee's identification card, notifying Human Resources to de-activate the card and returning the card to Human Resources.

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7.16 – Technology and Social Media

I. Statement of Purpose

This policy outlines the appropriate use of all electronic and telephonic communication systems, including, but not limited to, computers, telephones, the internet, e-mail, voice mail, pagers and all communications and information transmitted by, received from, or stored in City of Celina ("City") owned or leased systems.

II. Scope:

This policy applies to employees, contractors, consultants, temporary employees, and other workers at the City, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the City.

III. Policy:

- A. All news releases by city employees will be approved prior to their release by the City Manager and Mayor, as applicable. The Public Information Officer for the City of Celina will be the Mayor and/or City Manager or designee. Only the City Manager or their designee is authorized to respond to information about the City that is posted to sites not maintained by the City. The Police and Fire Public Information Officers or their designee may also post and respond to sites maintained by their respective Departments.
- B. City Property. All Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, telephone equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP are the property of the City and as such are to be used for purposes related to an individual's job with the City, subject to exceptions noted below. For security and network maintenance purposes, authorized individuals within the City may monitor equipment, systems and network traffic, including but not limited to network accounts providing electronic mail, at any time. The City reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.
 1. The City shall not be liable for users' inappropriate use of electronic communication resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users. The City shall not be responsible for ensuring the accuracy, age, appropriateness, or usability of any information found on electronic resources, including the Internet.
 2. The City's system is provided on an "as is, as available" basis. The City does not make any warranties, whether express or implied, including, without limitation, those of fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The City uses a variety of vendor-supplied hardware and software. Therefore, the City does not warrant that the functions

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or services performed by, or that the information or software contained on the system will meet the system user's requirements. Neither does the City warrant that the system will be uninterrupted or error-free, nor that defects will be corrected.

3. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the system are those of the providers and not necessarily the City. The City will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the City's electronic communications system.
- B. **Personal Use. Do not expect privacy.** The City allows incidental and occasional personal use of the communication systems covered by this directive provided that such use does not adversely affect City business uses and/or productivity and does not involve unlawful or unprofessional activities. The City may access, read, monitor, etc., any communication if it chooses to do so. Incidental and occasional personal use of the systems is allowed during non-working hours (before work, during lunch and after normal working hours) only to the extent such use: 1) imposes no tangible cost on the City; 2) does not unduly burden the City's computer or network resources; and 3) has no adverse effect on an employee's job performance. When an emergency requires an employee to make or receive personal calls during business hours, every attempt should be made to limit the calls to five (5) minutes. City communication systems including email shall not be used to conduct personal business. Ethical behavior of government employees and the appropriate use of government resources apply to the use of electronic communications and computer systems supplied by the City.
- C. **Permission to Photograph.** Employees agreeing to this handbook give consent to the City to record, videotape and photograph their image and voice to be used in the following ways, but not limited to these outlined ways; company intranet accessible by employees only, company internet accessible via the World Wide Web by anyone, printed employee newsletter, emailed employee newsletter, printed client or customer newsletter, social media accounts maintained by the City or City Departments, printed annual reports, open records requests and other released and internal technologies utilized by the City. Employees understand that no special compensation will be provided to them for the use of their image and that they may or may not be informed in advance or at all in the specific use of their photos, recordings, images, videotapes, audio recordings or any other form of media used by the City.
- D. **Personal Bills Incurred.** The Department Director must authorize personal long distance calls made by an employee and billed to the City in advance and the employee must reimburse the City for whatever charges are incurred. The same rules will apply to computer systems. Should an employee incur any

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charges on the computer system or the Internet, he/she must have advance permission and must reimburse the City for those charges within 30 days of when the fee was charged. Any fees not reimbursed will be deducted from an employee's monthly compensation and/or final paycheck from the City.

- E. **Security and Confidential Information.** User accounts are not to be shared. Passwords must be kept secure and adhere to the City Password Policy. All systems, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by locking the system when the host will be left unattended. Postings by an employee from a City email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City, unless posting is in the course of business duties. All hosts used by the employee that are connected to the City Internet/Intranet/Extranet, whether owned by the employee or the City, shall be continually executing approved virus-scanning software with a current virus database unless granted an exception by the Information Technology Department. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code. The Director should monitor departmental use of the Internet and e-mail, and he/she may revoke an employee's access to such systems at any time.
 - F. **Privacy and Open Records.** An employee does not have a privacy right in any matter created, received or sent via City-owned or leased systems. The City reserves the right, without advance notice and at any time, to monitor, access, delete or disclose any messages or documents created, received, sent or stored via the City-owned or leased systems. The City is subject to open records requests and any information on a City computer may be subject to the right of discovery through the Texas Public Information Act.
 - G. **Program Installation.** All programs installed on computers must be fully licensed for that computer. No personal or downloaded programs are to be installed unless granted an exception by the Information Technology Department.
- IV. Internet and E-mail Usage:** the City of Celina's presence on social networking outlets will be administered by the City Manager or his/her designee(s). Under certain circumstances, a City department or division might want to create and maintain a presence on a social networking outlet. Such a request must come through the Department Director and be approved by the City Manager prior to implementation. Sites that violate this policy may be removed at any time.
- A. **Discrimination and Harassment.** Use of the internet is a revocable privilege and may be withdrawn if used inappropriately. Creating, sending, forwarding, or storing Internet or e-mail messages or documents (including, but not limited to, e-mail message signature lines, sayings and quotations) which are offensive, intimidating, harassing, disparaging or hostile on the basis of race,

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gender, color, religion, national origin, disability, age political beliefs, pregnancy or any legally protected status is grounds for disciplinary action, up to and including termination. The City does not allow connections to sites that contain sexually explicit material. Use of such sites on City owned or leased equipment may lead to disciplinary action, up to and including termination.

- B. Open Records and Privacy. Electronic messaging systems as well as other computer systems are subject to the right of discovery in legal actions brought against the City and through the Texas Public Information Act. This means that outside parties may have access to the information stored on the City's systems, and as a result, such information may become public knowledge through no action of the City. Additionally, each employee should assume that every Internet site that is visited would capture his/her electronic address, which can lead back to the City.
- C. Unacceptable Use. The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services). Under no circumstances is an employee of the City authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing City resources. The lists below are by no means exhaustive, but constitute an attempt to provide a framework for activities which fall into the category of unacceptable use.
- D. While posting on social media employees need to be careful not to post anything that will bring a negative light, disparage the City or have a negative effect on the City's operations or reputation.

V. System and Network Activities:

- A. The following activities are strictly prohibited, with no exceptions:
 - 1. Violations of the rights of any person or City protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by City.
 - 2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which City or the end user does not have an active license is strictly prohibited.
 - 3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.

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4. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a City computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
7. Making fraudulent offers of products, items, or services originating from any City account.
8. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
9. Port scanning or security scanning is expressly prohibited unless prior approval from the Information Technology Department is received.
10. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
11. Circumventing user authentication or security of any host, network or account.
12. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
13. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
14. Providing information about, or lists of, City employees to parties outside City.
15. Submitting, publishing, or displaying any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages, whether public or private.
16. Using the network for financial gain or for commercial activity.
17. Personal communication denigrating your employer, "cyber-smearing", or "cyber-bullying" of other employees.

B. Email and Communication Activities:

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1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited email originating from within City's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by City or connected via City's network.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
8. Attempting to read, delete, copy, or modify the electronic mail of other system users, deliberate interference with the ability of other system users to send/receive electronic mail, or the use of another person's user ID and/or password is prohibited.

C. Blogging:

1. Blogging by employees, whether using City's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of City's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate City's policy, is not detrimental to City's best interests, and does not interfere with an employee's regular work duties. Blogging from City's systems is also subject to monitoring at any time.
2. City's employees are prohibited from revealing any City confidential or proprietary information when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of City and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging or otherwise engaging in any conduct prohibited by City's policies.
4. Employees may also not attribute personal statements, opinions or beliefs about the City when engaged in blogging. If an employee is expressing his or her beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of City. Employees assume any and all risk associated

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with blogging.

5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, City's trademarks, logos and any other City intellectual property may also not be used in connection with any blogging activity.

VI. Illegal Activities:

- A. Employee use of the City owned or leased electronic and telephonic communication systems, including telephones, the Internet, e-mail, voice mail, and pagers must comply with all other Administrative Directives of the City and any established departmental policies. Illegal activities discovered by monitoring or auditing activities may be brought to the attention of the appropriate governmental agency or other persons.
- B. Improper or unethical use may result in disciplinary actions consistent with City policies and procedures and, if appropriate, the Texas Penal Code, Computer Crimes, Chapter 33, or other state and federal laws. This may also require restitution for costs associated with system restoration, hardware, or software costs.

VII. Enforcement:

Access to the City's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system and shall agree in writing to comply with such regulations and guidelines. Noncompliance with applicable regulations may result in suspension or termination of privileges and other disciplinary action consistent with City policies. Violations of law may result in criminal prosecution as well as disciplinary action by the City, up to and including termination of employment.

VIII. Definitions

Term	Definition
Blogging	Writing a blog. A blog (short for weblog) is a personal online journal that is frequently updated and intended for general public consumption.
Spam	Unauthorized and/or unsolicited electronic mass mailings
Host	A machine that communicates via a network, includes servers and clients.

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Ponzi	A fraudulent investment operation that involves paying abnormally high returns ("profits") to investors out of the money paid in by subsequent investors, rather than from net revenues generated by any real business. It is named after Charles Ponzi
Trojan Horse	A program that installs malicious software while under the guise of doing something else.
Worm	A program that replicates itself over a network and usually performs malicious actions.
E-mail Bomb	Sending huge volumes of e-mail to an address in an

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7.17 – Travel and Meetings

This section establishes City policy regulating travel, meetings, entertainment, personal care, mileage, and/or other expenses incurred by employee who are authorized to officially represent the City at various conferences, meetings, conventions, seminars, and other functions.

This policy provides uniform guidelines and procedures for submission and processing of expenditure requests and ensures proper accounting for approved allowable expenses, including travel advances, per diem meals, and incidentals, City credit card charges, and cash expenditures made for the purposes herein defined on behalf of the City.

This policy is applicable to all City employees regardless of the source of funding.

I. Responsibilities

- A. The Department Directors/Managers are responsible for communicating and administering the provisions of this policy to employees and approving expenses as legitimate business items. Nonexempt employees are compensated in accordance with prevailing Wage and Hour Laws.
- B. The Director of Finance is responsible for the overall administration of expenditures regarding this policy. Department Directors/Managers are responsible for monitoring the travel and meeting expenses of their employees.
- C. The Director of Finance and Department Directors/Managers, as well as all employees, shall have the responsibility to report any abuse and/or misuse of travel funds to appropriate management.

II. Expenses

- A. Expenses shall consist of the actual costs that a reasonable, prudent person incurs related to travel and meeting attendance, excluding per diems. All expenses must be directly related to City business.
- B. Employees are expected to be conservative in their expenditures as if they were paying such costs.
- C. The expenses shall be rejected if required documentation is not provided. Original, detailed receipts must be turned in on all reimbursable expenditures with exception of tips, per diem meals, and incidentals. Per Diem includes the cost of meals, tips, and incidentals. Documentation is a service-provided name or logo-printed receipt, where available. Expenses incurred ***not*** in accordance with this policy are the employee's responsibility.
- D. Allowable Living Expenses-Actual living expenses, within specified limits, may be claimed by all City employees when they are representing the City of official business that requires an overnight stay away from Celina. Living expenses include such items as hotel room, tips, parking, ground transportation, and itemized telephone calls.

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- E. Hotels/Motels-The City will pay for local hotels greater than 40 miles away or if there early/late meetings as part of the function. The City will pay actual expenses for hotels, motels, or other lodging for the actual number of days of the conference or other meetings, plus allowance for travel time. The City will pay for a single room. Lodging per night will not exceed actual room cost plus tax and tips.
1. Internet Service-Where not provided for free, the City will pay reasonable Internet service costs where the Internet is used for City business.
 2. Parking-Employees may claim actual parking expenses.
 3. Ground Transportation- Employees may claim reasonable, actual ground transportation expenses including shuttle, taxis, and Uber services.
 4. Tips/Gratuities-Tips and gratuities are allowed and are considered reasonable when paid at the rate of 15% of the meal cost and \$1.00 per piece of luggage, except when traveling under per diem.
 5. The City will not pay or reimburse registration fees, meals, and travel expenses of spouses, children or significant others who accompany employees to conferences of other business-related events.
 6. The City will not pay or reimburse registration fees, meals, and travel expenses, or cancellation fees or penalties assessed for personal reasons unless emergency in nature.
- F. Meals -When officially representing the City that requires an overnight stay.
1. Per Diem should be requested two weeks prior to the trip date.
 2. Per Diem rates may be found at: www.gsa.gov/perdiem. The City will use the first and last day amounts, which equal 75% of the full day amount. All other days are paid at 100%.
 - a. Employees may use their City issued credit card to pay for registration, transportation, and hotel stay. All receipts must be detailed.
 - b. Where meals are provided at conferences and included in the registration fee, reimbursements or per diem shall not be allowed. A continental breakfast consisting of pastries and coffee/juice is not considered a meal.
 - c. In instances where a per diem advance was made and the trip was not taken, the employee shall return the funds to the Finance Department for credit to the proper fund.

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3. **Day Travel** – Defined as travel that does not require an overnight stay, whether in-State or Out-of-State), The City will not reimburse employees and a purchasing card should never be utilized. Compensation for such meals is considered, by the Federal Government, to be taxable income to the employee. It is the responsibility of the employee to provide for his/her own meal if attending training that does not require an overnight stay.
4. **Business Meal/Entertainment-** Business meals are for executive level employees or their designees to conduct official business with an outside business representative. Business meals are not applicable to a group of employees going out to eat. To be a reimbursable "Business Meal" the meal must be one that is: (1) 'non-routine' in nature, (2) is entertainment that has a clear business objective which will benefit the Town, or (3) involves a client, official or customer and an executive level employee or their designee.
 - a. In addition, to be a reimbursable "Business Meal" the meal must fall within one of the following tests:
 - i. Directly- Related Test: The meal must satisfy all of the following:
 - The main purpose of the combined business and meal is active conduct of business.
 - Business is actually conducted during the meal period, and
 - There is more than a general expectation of deriving income to the City, lowering City expenses, or some other specific City benefit at some future time.
 - ii. Associated Test: The meal must satisfy all of the following:
 - Associated with the active conduct of the City's business, and
 - Directly before or after a substantial business discussion.

Expenses that are lavish or extravagant under the circumstances are not allowed. The IRS identifies online *What Entertainment Expenses Are Not Deductible*. An employee must consider all the facts, including the nature of the business transacted and the reasons for conducting business during the entertainment. It is not necessary to devote more time to business than to entertainment. However, if the business discussion is only incidental to

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the entertainment, the entertainment expenses do not meet the directly-related test.

Approved Business Meal expenses, including the expenses of non-employees at the meal, will be reimbursed, provided the circumstances are considered to be conducive to a business purpose, and the meal meets all of the criteria stated. The City will not reimburse expenses for alcoholic beverages. A "Business Meal" form will need to be completed and an employee will need to provide a detailed receipt, names of all individuals in attendance, identify the various business relationships involved, and a summary of business discussed. The documentation is requested to insure that the City meets the requirements established by the **IRS**. Absence of documentation will lead to the expense being denied and the employee will be responsible for the charges.

5. **Group Meals** - In order to be reimbursable, Group Meals are considered to be occasional, infrequent and non-routine meals that are provided to a group of employees, such as employee picnics or retirement parties, and are considered by the IRS to be a non-taxable de-minimis fringe benefit. Group meals may also include such things as occasional provision of coffee, donuts, or soft drinks or a meal that is provided to promote good will, boost morale, or to attract prospective employees to the Town.

To be a reimbursable expense or charged on a purchasing card, the costs related to Group Meals must be approved by a Department Director. A separate document will be required in processing "Group Meals" in the Finance Department to meet IRS requirements. Group Meals should never occur during overnight travel as per diem per employee has been provided. An employee will need to provide a detailed receipt, names of all individuals in attendance, and a reason for the group meal.

The only meals allowed on a purchasing card is a Group Meal or Business Meal. No other meals, snacks or drinks are allowed on your purchasing card. The City will not reimburse expenses for alcoholic beverages.

- G. Other Living Expenses-The cost of alcoholic beverages, laundry/dry cleaning, in- room movies, personal tours, fitness center fees, personal entertainment, and spouse and other family expenses are specifically excluded from reimbursement.
- H. Transportation Expenses-Employees will use the most economical form of transportation available. When submitting reports, employees shall submit the completed comparison of the available modes of transportation for review.
 1. Other Transportation-When requesting air transportation, the employee shall request the least expensive cost. The employee may choose to travel first-class, but the City will pay only for coach class.

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Accommodations must be booked in a timely manner to ensure coach class is available. Up charges (first class, business class) must be reimbursed at the time of the expense.

2. Vehicle Transportation-Employees may use their personal funds and keep receipts for reimbursement, employees may seek an advance or use a City credit card. Employees also may use a personal car for travel. Actual mileage shall be calculated in miles from the worksite or residence depending on where he/she depart from, to the destination. Any other mileage is considered as part of the normal commute to work. The City shall reimburse the lesser of (1) actual mileage to and from the destination multiplied by the current IRS rate per mile, or (2) the round trip cost of the most reasonable alternative conveyance, e.g., airfare that would be spent for each employee traveling to the destination in the vehicle. Employees receiving auto allowances are reimbursed at a reduced rate for mileage in excess of 100 miles each way.
3. City Vehicles - City vehicles may be used at the discretion of the Department Director/Manager when costs are not in excess of the costs of airfare and site transportation combined or when air transportation is not available or impractical. Direct expenses, e.g., gasoline, oil, etc., associated with the use of a City vehicle shall be reimbursed with paid receipts.

III. Expense Reports

All employees must get prior approval from their Department Director.

- A. A per diem advance form should be used to request per diem and resubmitted with all expenses upon return to balance out travel expenses.
- B. When it becomes necessary that an employee travel in the interest of the City, the Department Director/Manager may request a travel advance. This request may be made on the Travel Advance/Expense Report and should contain the name of the traveler, purpose of the trip, date(s), and other pertinent information. This request should be prepared and submitted at the earliest practical time, but preferably no later than fourteen (14) full working days prior to departure.
- C. The Department Director's/Manager's request for travel advances require prior approval by the City Manager's Office. Others require prior approval of their Department Director/Division Manager. If approved, the request will be sent directly to the Finance Department no later than seven (7) full working days prior to departure.

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IV. Paid Time

- A. Attendance at lectures, meetings, training programs, and similar activities will be counted as working time unless all four (4) of the following criteria are met:
 - 1. it is outside normal working hours;
 - 2. it is voluntary;
 - 3. it is not job related, and
 - 4. there is no other work that is concurrently performed.
- B. Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on non-working days. Time that is NOT considered work time is that time spent in travel away from home outside regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

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7.18 – Employee Arrest

- I. In the case of an arrest of a City employee, the following procedure shall be followed:
 - A. Employees shall ensure his/her supervisor is notified within 24 hours of the arrest and prior to returning to work.
 - B. Upon notification of the employee's arrest, the Department Director/Manager shall notify the Director of Human Resources, the City Manager, and the Legal Department.
 - C. If an employee fails to contact his/her supervisor, corrective disciplinary action and/or termination of employment will occur.
- II. Employees, who are unable to report to work because of arrest or incarceration, must nonetheless contact their supervisor and will be placed on unpaid leave of absence for up to two (2) workdays/shifts. If an employee is unable to secure bail after two (2) workdays/shifts, the employee shall be considered to have abandoned his/her position. If the employee is freed on bail, his/her Department Director, the Director of Human Resources, the City Manager, and the Legal Department will decide whether or not active employment is appropriate pending final disposition of the charges.

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8.00 – General Safety and Risk Management Policies

I. General Safety Policies

- A. The success of the City's Safety and Risk Management Program depends on the efficient and effective use of resources to maintain high quality services for the citizens of our community. Our most important resource is our employees; and to protect this resource, we are committed to providing a safe and healthy workplace for all employees by establishing and maintaining an effective safety, accident prevention and overall risk management program. Safety is, and will continue to be, a fundamental part of our organization's operations.
- B. The responsibility for safety limiting risk resides within all employees, and each is challenged to stay informed and to take responsibility for their own safety and the safety of their coworkers. To ensure the success of the safety process, every employee must give their full participation and support to the safety and risk management policies and procedures that have been developed to protect employees.

II. Responsibilities – General

- A. The Department Directors, Finance and Human Resources, or their designee, has the responsibility to implement and administer this Safety/Risk Management Program and assign tasks as defined in the individual components.
- B. Managers are responsible for providing a place of employment that is free from hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, they must ensure that all supervisors and employees alike are trained and are aware of their safety responsibilities. Other safety responsibilities for managers include the following:
 - 1. Provide leadership and direction concerning safety/risk management activities.
 - 2. Be proactive in continuous evaluation of the safety/risk management program.
 - 3. Set goals concerning safety performance/risk management within their department.
 - 4. Review losses for potential trends on a regular basis.
 - 5. Enforce all safety/risk management rules.
 - 6. Participate in facility and worksite safety/risk management audits.
 - 7. Participate and support all accident investigation activities.
 - 8. Review accident reports and recommend corrective actions.
- C. Supervisor Safety Responsibilities

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. In addition to the aforementioned responsibilities of managers, the important safety/risk management responsibilities of each and every supervisor also include the following:

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1. Familiarize themselves with, and enforcing, the safety rules and regulations that have been established by applicable local, State, and Federal organizations. These regulations are intended to set minimum standards for safety, and the contents of all regulations must be enforced as minimum safety/risk management requirements for all activities on City worksites and in City facilities.
2. Correct, or have corrected, all reported hazards. Operating under known hazards shall not be tolerated.
3. Do not permit new or inexperienced employees to work with power tools, machinery or complex equipment without proper instruction and training.
4. Give adequate safety instructions. Do not assume that an employee knows how to do a job unless knowledgeable in safety rules and regulations that they can perform the job task(s).
5. Ensure tools, equipment, and machinery being used in the workplace are in proper working condition.
6. Ensure that proper personal protective equipment (PPE) is available and used by employees when necessary and required.
7. Always set a good example in safety such as wearing the proper personal protective equipment and following established safety policies and procedures.
8. Consistently and proactively enforce all requirements of the City's safety program and all associated rules and policies.
9. Ensure that all employees have access to a copy of the City's safety policies.
10. Encourage safety/risk management suggestions from employees.
11. Obtain prompt first aid for injured employees.
12. Participate in accident or incident investigations.
13. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.

D. Employee Safety Responsibilities

1. Know the job, follow instructions, and think before they act.
2. Use appropriate personal protective equipment as dictated by the job and the policy.
3. Work according to written safety practices as trained, posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger them, fellow workers, or the public.
5. Never take shortcuts and use all safety devices provided for protection.
6. Report any unsafe situation or act to their supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to them, or fellow workers, or the public.
8. Never operate equipment that they are unfamiliar with or not trained/licensed to use.
9. Report all accidents/incidents to their supervisor immediately.

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10. Report all hazardous conditions, actions, and/or practices to their supervisor.
11. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
12. Employees shall only operate equipment/tools that they are trained and authorized to operate.
13. Employees shall use all safety devices and personal protective equipment provided for their protection.
14. Employees shall use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.
15. Before starting work on any machine or equipment that is out of service, employees shall render the equipment or machine inoperable and attach a lockout device to the equipment control. Guards shall never be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.
16. Employees shall not engage in practical jokes or horseplay.
17. During work hours, personal telephones should only be used for high-priority personal communication and not for mere casual use. If a phone is to be used for work in a vehicle, the vehicle should be safely stopped, preferably off the road, and placed in park prior to receiving or placing a call.

III. Risk Management

- A. The goal of Risk Management is to limit injury or damage to persons, employees, and property within the City of Celina. The mission is to reduce the liability to the City in the form of safeguarding the public and employees from claims against the City that can be prevented by effective policies.
- B. All Department Directors/Managers are responsible for developing and implementing risk management policies specific to their function, including but not limited to safety clothing and equipment, footwear, hard hats, gloves, eye and ear protection, safety vests and the like. All employees are required to follow risk management policies and attend safety meetings as required.
- C. Supervisors shall follow all safety rules and advise those whom they supervise of all such rules per their particular function. Supervisors shall observe employees' actions for safety and advise them accordingly.
- D. Disciplinary Action – Violation of any of the above policies may result in disciplinary action in accordance with established City policy.

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8.01 – City Vehicle Operator Standards

I. City-Owned and City-Leased Vehicles

A. The operator of a City-owned or City-leased vehicle shall take the following actions when involved in an accident whether or not on City-related business:

1. Stop immediately.
2. Radio or telephone for an ambulance if anyone appears to be in the need of emergency medical service.
3. Keep the accident from becoming worse by warning other drivers.
4. Render reasonable assistance to injured persons.
5. Notify law enforcement and the employee's department immediately through their radio dispatcher or telephone. If injured, the supervisor must be notified.
 - a. The driver shall request a police report in the following situations:
6. A collision with another vehicle regardless of the damage severity or location.
7. A collision with other property, telephone pole, guardrail, tree, and the like, regardless of the owner, if the supervisor determines the damage is over \$500.
8. A collision that requires a vehicle to be towed.
9. A collision that causes injury to any party to the accident.
10. The decision to call out a Police Accident Investigator will remain with the Police Department. All vehicular accidents involving City vehicles responding to an emergency or major accident involving reported injuries will be investigated by the Texas Department of Public Safety (DPS) Highway Patrol. If DPS is not available, then a neighboring law enforcement agency investigate.
11. Make no admission of fault or negligence to anyone. Do not apologize or say "sorry". Be courteous, but do not discuss the accident except with the Police and do not sign any statements or releases for anyone other than medical processing required by the City.
12. Exchange name and address with drivers of other vehicles involved, and obtain the name phone, and policy numbers of the other driver's insurance company.
13. Move vehicles to the nearest point of safety when necessary or as instructed by a law enforcement officer.
14. Complete a Motor Vehicle Accident Report immediately, and file it with their department.

B. The supervisor/manager shall take the following actions when their employee is involved in an accident in a City-owned vehicle:

1. Upon receiving notice of an accident, the employee's supervisor/manager shall contact Finance/Human Resources as soon as possible and advise

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them of the accident and all known details.

2. If possible, the supervisor/manager go to the accident scene and take photographs showing visible damage to all vehicles and the position of the vehicles. If not possible, request the responding police officer to take pictures of the scene.
3. Comply with the City's Drug and Alcohol Policy.
4. It shall be the direct responsibility of the supervisor/manager in charge of the employee to see that a Motor Vehicle Accident Report is immediately prepared concerning the accident.
5. All accident reports shall be submitted to Finance/Human Resources as soon as possible after the accident, but no later than the next business day.

II. Vehicles Owned by Employees

- A. At times, employees will use personally-owned vehicles on City business. If an accident should occur while on City business, employees shall adhere to the following:
 1. It is the employee's responsibility to notify their insurance carrier.
 2. The City does not provide insurance for damage to personally-owned vehicles. The mileage reimbursement payment is to provide a contribution toward the employee's operating cost of his/her vehicle, insurance, repairs, gasoline, etc. Any damage to a personally-owned vehicle is the employee's responsibility to correct.
 3. If citations of any type are issued, report them to Human Resources.

III. Employee Injuries

Any injury incurred by an employee driving on City business shall be treated as worker's compensation, and the guidelines for workers' compensation/post-accident testing shall be followed.

IV. Consequences of Failure to Promptly Report

Delay in reporting an accident shall result in corrective action, up to and including employment termination.

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8.02 – On the Job Injury/Worker's Compensation

I. Definitions:

- A. "Course and Scope" of Employment-as defined by the Texas Workers' Compensation Act, means "an activity of any kind or character that has to do with and originated in the work, business, trade, or profession of the employer and that is performed by an employee while engaged in/about the furtherance of the affairs or business of the employer". The term includes activities conducted on the premises of the employer or at other locations.
- B. Job-Related Illness, Injury, or Medical Condition-an illness, injury, or medical condition which occurred as the result of the employee performing the assigned duties of their occupation within the course and scope of employment.
- C. Maximum Medical Improvement – defined as follows, whichever comes first:
 - 1. 104 weeks from the date disability benefits begin to accrue.
 - 2. The date a doctor certifies that, based on reasonable medical probability, the injured employee can no longer reasonably anticipate further recovery or lasting improvement from a compensable injury.
- D. Modified Duty Assignment - temporary assignment of an employee with a job-related illness, injury, or medical condition to duties that can be performed within the limitations of the employee's medical condition. Modified Duty Assignment, however, may be for as little as one (1) week and is based on actual need for the work to be done. Modified Duty Assignments are only for those employees with job-related illness, injuries, or medical conditions unless a part of an accommodation under the Americans with Disabilities Act, as amended (ADAAA).
- E. Workers' Compensation Benefits – Temporary income benefits (TIBs) provided under the Texas Workers' Compensation Act starting on the eighth (8th) day of inability to work.
- F. Supplemental Workers' Compensation Income-additional income provided by the City to all full-time and part-time employees to make up the difference between workers' compensation benefits and gross earnings. This includes the seven (7) calendar days prior to being paid workers' compensation. All injured employees may qualify to be on salary continuation for up to six (6) months, depending on the circumstances.

II. Medical Care

- A. Employees injured on the job shall be promptly taken to a first aid facility for any necessary medical treatment. The compensability of the injury shall be determined by the City workers' compensation's approved insurance carrier. Employees must be seen by an approved health care provider. For serious

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injuries, an employee shall use the nearest appropriate medical facility.

- B. For policies concerning drug/alcohol testing, please refer to the City's Drug and Alcohol Policy. All employees involved in an on-the-job accident shall undergo drug and alcohol testing. Minor injuries include, but not limited to, small cuts, abrasions, bruises, insect bites, poison ivy, etc. The employee's supervisor is responsible for ensuring the testing follows the City's Drug and Alcohol Policy.
- C. Injured employees shall submit to medical treatment by their City-approved physician, and refusal to abide by their instructions might constitute a barrier to further medical expenditures and weekly salary continuation payments.

III. Reporting Accidents/Injuries

- A. Is it the responsibility of the employee's supervisor to ensure that the appropriate reports are completed as soon as possible following an accident or injury. The supervisor must complete the Employee's First Report of Injury or Illness. The employee's report must be transmitted to Human Resources no later than the end of the next business day following the accident or injury.
- B. Any violation of any of these policies by an employee may result in possible delay of treatment as well as disciplinary action, up to and including termination of employment.

IV. Employee Responsibility

- A. It is the employee's responsibility to immediately advise their supervisor of all scheduled appointments pertaining to medical treatment of a work-related injury prior to the appointment. Following each appointment, the employee is charged with the responsibility to provide their supervisor and Human Resources with a copy of the Texas Workers' Compensation Work Status Report, DWC73, within 24 hours after the appointment. Injured employees shall make their best effort to recuperate from injuries and not engage in any activity that would hinder recovery.
- B. When an employee's injury results in an unpaid time off status, it is the employee's responsibility to contact Human Resources in order to make arrangements to pay their portion of any voluntary deductions, e.g., dependent health and/or dental coverage, supplemental life insurance, etc. Failure to make payment within 30 days of the due date shall result in cancellation of those unpaid coverages.
- C. An employee on unpaid time off has the option to maintain their pension service credit by contributing to their retirement fund while receiving TIBs. The employee must coordinate this with the City's Finance Department prior to the start of their unpaid time off status.

V. Outside Employment

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An employee on FML, Sick/Vacation leave, Compensatory time, disability leave, or Workers' Compensation leave shall not engage in outside training, school, or employment unless expressly authorized in writing in advance by the Department Director and the Director of Human Resources. A copy of the written approval shall be sent to Human Resources.

VI. Accidents Caused by Non-Employees

If an employee is injured because of the negligence or wrong doing of a third party, not another City employee, the City is entitled to subrogate to the employee's right of recovery against the third party to the extent of all payments made to the employee by the City for such related injuries. The City shall have the right of first recovery against any payments made by, or on behalf of, such third parties to the employee to the extent that such payments are in compensation for an element of injury that the City has already paid.

VII. Modified Duty

In some cases, regular, full-time employees who have missed work due to an injury sustained on the job are unable to return directly to the duties that they previously performed. In such cases, employees may be assigned to modified duty positions pending return to their previous employment positions if such modified duty is available and if judged by the attending physician to be within the abilities of the employee. Modified duty assignments will not be appropriate for all employees who have suffered a job-related injury. Such assignments shall be made on a case-by-case basis where appropriate for the benefit of the City and the employee. If available, modified duty assignments are available only to regular, full-time employees who have sustained an on- the-job injury (or as an accommodation under the Americans with Disabilities Act, as amended (ADAAA)). The ultimate goal is to return qualified employees to their original jobs. In accordance, the following modified duty procedures are established:

- A. Supervision - Human Resources shall coordinate all modified duty assignments with the Department where the employees are placed. The employee shall report to Human Resources for all administrative matters related to their relationship with the City. Actual supervision of the employee shall be performed by the Department in which the employee is placed with supervision being coordinated with Human Resources.
- B. Assignments - whenever possible, Human Resources shall assign employees to modified duty positions within the Department in which the employee was assigned immediately prior to the injury. If no modified duty placement is available with the Department, Human Resources shall attempt to find another modified duty work for the employee. The duties of the modified duty position shall, when possible, relate to the duties of the employee's position for which they were hired. Modified duty work should be necessary, constructive, rehabilitative, and supportive of the City's overall operations.

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- C. Time Limitations - it is the purpose of modified duty assignments to allow an employee to perform constructive and productive labor while continuing to recuperate from a work - related injury. Modified duty assignments shall not be permanent in nature. Progress toward returning to an employee's prior duties shall be regularly monitored and periodically evaluated; however, in no instance shall an employee be allowed to remain on modified duty for a period of over 180 cumulative calendar days, six (6) months, from the date of the doctor's first release to modified duty. If employee remains unable to perform essential functions of position, accommodations under the ADAAA may be considered, depending upon the specifics of the case.
- D. Hours of Work - Most modified duty assignments are typically for 8:00 a.m. to 5:00 p.m., Monday through Friday. Employees, however, also must recognize that some modified duty jobs might require working evenings, weekends, and holidays.
- E. Evaluations - employees assigned to modified duty positions shall not be evaluated until such time as they return to the position for which they were otherwise employed and have performed a sufficient length of time in their position to be evaluated.
- F. Probationary/Introductory Employees - the probationary/introductory period of employees assigned to modified duty shall be extended for an additional period equivalent to the period of time the employee is absent from work due to the injury or illness and such additional period of time the employee is assigned to a modified duty position.
- G. Change in Assignments - all assignment changes for modified duty personnel shall be coordinated through, and approved by, Human Resources. The Department for which the employee worked at the time of the injury;/illness shall be responsible for paying the employee's salary during the modified duty period.
- H. Request for Modified Duty Personnel - all City Departments shall report to Human Resources the need of that Department for modified duty personnel. Human Resources shall be responsible for assigning priority to filling such positions; and where the employee is not placed with the employee's own Department, the employee shall be placed in accordance with priority requests.
- I. Seniority - the time that an employee spends while on modified duty assignment shall count toward their seniority with the City and within the Department for which the employee was working at the time of the work-related injury/illness.

VIII. Termination

Leaves of absence for any reason, including work-related injuries/illnesses shall not

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8.02 – On the Job Injury/Worker's Compensation

last longer than six (6) months unless part of reasonable accommodation under the ADAAA.

A regular, full-time employee, who for a job-related injury or a combination of work-related injuries or FML-qualifying events, misses a total of six (6) months of work, shall be separated from employment due to the unavailability for work if not part of a reasonable accommodation arrangement. An employee part of said "no fault" employment termination shall be eligible for rehire and shall be able to apply for any vacancies that might exist at any given time, depending on qualifications and availability of job openings. The six (6) month period shall be measured cumulatively by the rolling backward method.

The City reserves the right, at any time, to require an independent physical or mental analysis/assessment by an occupational health care professional or a health care professional of the City's choice and at the City's expense.

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8.03 – Loss and Property Management

Loss - Property Damage

Employees shall report all property damage to their supervisor immediately. Supervisors shall report all property damage to the City Secretary.

Procedures

All property damage must be reported on the appropriate "Property Damage Report" form to the City Secretary within 24 hours, or the next working day.

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8.04 – Driver Records Check

For the safety of the City employees and citizens, driving standards have been established for all City employees who drive for the City. Traffic laws for the State of Texas and the City imposes requirements on the City, as an employer, to ensure that employees are properly licensed and that their driving behavior, both on and off the job, reflects obedience to the State and City laws. This driving records policy is established as a means to ensure this compliance.

- A. At least once a year, Human Resources shall submit, on specified forms, requests for driving record histories for all employees. Human Resources also shall compile those fleet accidents that are not maintained by the DPS. This includes all investigated, on or off-road, motor vehicle accident reports that are not required to be reported to the DPS but are maintained by the Departments.
- B. Upon receipt, each record shall be reviewed and points shall be assessed against the employee's City driving record. A maximum of ten (10) points is allowable preceding the date of the record check. Points shall be assessed as follows:

Accident Citation Point Assessment

Class	Description	Points
NCI	Non-classifiable incident not a collision.	0
Non-Preventable A	Collisions in which the vehicle was parked or was otherwise in a position where it had a legal right to be parked.	0
Non-Preventable B	Collisions where the vehicle was in motion, but it can be determined that the collision was clearly and absolutely beyond the control of the City driver.	0
Preventable C	Collisions with little or no property damage where the City driver failed to take reasonable action that could have avoided or prevented the collision or where preventability can be shared with others, backup spotters, landfill attendants, flaggers, etc.	1-3
Preventable D	Collisions with moderate to more serious property damage or personal injury where the City driver failed to take reasonable preventive measures to prevent the collision despite the actions of other or adverse conditions.	4-6

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Preventable E	Collisions of a very nature, normally resulting in hospitalization or major property damage where it is determined that the responsibility rests entirely on the City driver.	7-10
Citations	Any moving vehicle 3 violations or citations including no insurance, expired license, or seatbelt violation	3

- C. Points shall be assessed for violations arising from a preventable accident by the Department Director and Human Resources. If a Department has an accident review process, the findings shall be forwarded to Human Resources prior to the assessment. Human Resources shall forward its recommendations for point(s) assessment to the Department Director for review and final disposition. The Department Director shall report the final outcome to Human Resources. Duplicate points shall not be assessed for violations arising from a preventable accident and an accompanying citation.
- D. No employee will be allowed to operate any vehicle for the City and may be subject to disciplinary action, up to and including termination of employment, if convicted or placed on deferred adjudication or disposition for any of the following violations in the immediate preceding three (3) years:
1. Driving while intoxicated;
 2. Driving under the influence of alcohol or drugs, including prescription drugs.
 3. Negligent homicide arising out of the use of a motor vehicle or gross negligence;
 4. Operating a motor vehicle while a driver license is suspended or revoked;
 5. Using a motor vehicle for commission of a felony;
 6. Aggravated assault with a motor vehicle;
 7. Operating a motor vehicle without the owner's authority/permission;
 8. Reckless driving; and/or
 9. Leaving the scene of an accident involving bodily injury or property damage.
- E. Any employee who drives for the City and who accumulates more than ten (10) points in any consecutive eighteen (18) month period shall be immediately removed from any driving position and be subject to reassignment and/or disciplinary action, up to and including termination of employment.
- F. Any employee who is required to drive as an essential function of his/her job and who receives notice that their license to drive has been suspended or

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8.04 – Driver Records Check

revoked or an employee who fails to renew an expired license, must report this to their supervisor no later than the beginning of the first workday following receipt of the notice of suspension or revocation or knowledge of expiration.

An employee who properly reports a suspended, revoked, or expired driver license may be reassigned to a non-driving position for a period of suspension or revocation or until the license is renewed if such a position exists; or the employee may be terminated from employment at the discretion of the Department Director. Reassignment shall require the employee to be fully qualified for the new position, and it must be in the best interest of the City. If no such position exists, the employee may be subject to disciplinary action, up to and including termination of employment. Any reassignment or disciplinary action shall be coordinated through Human Resources.

G. Determination of Preventable Accidents

1. Whenever any accident is listed on the DPS report, which was not listed on previous DPS reports or which is not an accident occurring while driving for the City, Human Resources shall request a copy of the accident report from the DPS.
2. Upon receipt of the accident report, Human Resources shall review the report and determine if the employee's driving accident was preventable. This can be determined by the listing of citations issued by the investigating officer and by the contributing factors listed in the report if the accident is preventable. Human Resources shall assess the specified points to the employees driving record and forward the assessment to the Department Director for review and final disposition. The Department Director shall report the final outcome to Human Resources.

H. Improvement Points

1. If an employee has points on his/her City driving record and drives for a period of 12 months without any further violations or accidents being charges against them, up to three (3) improvement points may be credited to the employee's driving record.
2. Every 12 months after this, if the employee's record shows no additional violations or accidents, the employee's driving record may be credited with up to three (3) points. This may continue until all accumulated points are removed.

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8.04 – Driver Records Check

I. City Driving Record

Human Resources shall maintain a City driving record in each employee's personnel file. The record will contain all DPS-reported citations, violations, and/or accidents and all accidents occurring while the employee is driving for the City, whether or not reported to the police and/or DPS. The employee's driving record will reflect any points assessed as a result of citations, violations, or preventable accidents recorded by the DPS. The employee's City driving record shall be assessed points for preventable accidents while operating City vehicles or equipment, even if these accidents do not result in a police report or DPS record.

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8.05 – Injury Policy and Salary Continuation Plan

The City of Celina's Injury Policy and Salary Continuation Plan is designed to minimize salary loss and financial difficulties for employees who are eligible to receive weekly income benefits as a result of an injury sustained in the course of employment with the City.

- A. **ELIGIBILITY:** A full-time employee, including ones on probation who as the result of an injury sustained in the course of his or her employment with the City is being paid weekly income benefits for a period of more than seven (7) days, shall receive salary payments, as "injured employee salary continuation payments," separate and distinct from and in addition to the weekly income benefits. Temporary and part-time employees are not eligible for salary continuation payments.
- B. **AMOUNT:** The salary continuation payments shall be in an amount equal to the difference between any weekly income benefits and the employee's regular pay subject to taxes and other mandatory deductions.
- C. **DISCONTINUATION:** In no event shall salary continuation payments to any employee be continued beyond when the first of the following occur:
 - 1. for a period of more than six (6) calendar months for any one job-related injury, unless expressly authorized by Human Resources or the City Manager in accordance this policy.
 - 2. after a compromise settlement agreement or any agreed judgement has been effected or entered;
 - 3. after weekly income benefits have ceased; or
 - 4. after an employee is no longer disabled or has reached maximum medical improvement.
- D. **EXAMINATION AND TREATMENT:** As a condition of receiving or continuing to receive salary continuation payments, or any light duty assignments, Human Resources may require an injured employee to submit to examination and treatment, at the City's expense, by a physician approved by the workers' compensation insurance carrier. An injured employee forfeits all rights to salary continuation payments if he or she refuses to submit to an examination or to any diagnostic test, x-ray, surgical procedure, or other treatment prescribed or recommended by the City-approved physician as medically necessary or indicated to diagnose, treat, or cure the employee's injured condition.
- E. **EXTENSION OF SALARY CONTINUATION:** In rare cases, it may be appropriate for salary continuation benefits to continue beyond six (6) months, up to 12 months. Such an extension will be at the discretion of the City Manager. The City Manager will consider the following elements in order to determine whether continuation is appropriate:

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1. In order to be eligible for salary continuation benefits, the employee must have received an injury in the course of extraordinary service or circumstances and severity of the injury must be such that it has resulted in one of the following:
 - a. the complete loss of use of a limb, eye, or both ears
 - b. traumatic brain injury (this is not intended to include psychological injuries) resulting in the inability to perform daily functions, or
 - c. severe spinal cord damage.
 2. The employee will shall submit to evaluation by a physician designated by Human Resources, at the expense of the City, and
 3. In determining the length by which salary continuation is extended, the ability of the employee to secure gainful employment may be considered.
- F. MEDICAL STATEMENT REQUIRED: All salary continuation payments must be supported by a medical statement from the employee's treating physician, whether partial - or full-day leave is granted, stating that because of the on the job injury sustained by the employee, he/she is not physically capable of performing the job duties of the position occupied by the employee at the time of such injury or any light- duty job for which the employee is qualified.
- G. FORFEITURE: An injured employee forfeits all rights to any salary continuation payments to which he or she would normally have been entitled, or any light duty assignment if he/she:
1. engages in work, whether part-time or full-time, for pay or as a volunteer, for himself /of herself or for any other person, firm or corporation, while receiving salary continuation payments;
 2. terminates employment for any reason while receiving salary continuation payments;
 3. fails or refuses to comply with the treating physician's or City- approved physician's instructions or advice regarding treatment of the injured condition;
 4. fails to act in a manner which is conducive to being off work convalescing from job related injury;
 5. refuses to perform light, partial, or part- time duty that in the opinion of the treating physician, or City-approved physician, is within the employee's physical capacity and for which the employee is qualified. However, the continuance pay will continue to be based on the position occupied at the time of the injury;
 6. refuses to accept or perform a different job with the City that, in the opinion of the treating physician or the City-approved physician, is within

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the employee's physical capacity and for which the employee is qualified; however, the continuance pay will continue to be based on the position occupied at the time of the injury;

7. represents his/her injured condition, physical incapacity, or disability as worse than it is while receiving salary continuation payments or any light duty assignments. The condition of the employee must be supported by a written statement of the City- approved physician;
8. refuses to return to regular duty after being released for regular duty by the City- approved physician or treating physician;
9. commits any act of fraud or falsification while applying for or receiving salary continuation payments, weekly income benefits, medical payments, or a light duty assignment.

- H. ACCRUAL OF LEAVE: A full-time employee will continue to earn leave at his/her regular rate while off work and receiving weekly income benefits and salary continuation payments. Once salary continuation payments are exhausted, and the employee does not receive them for more than half of his or her scheduled work period as established by the department, no leave will be accrued unless otherwise qualified.
- I. USE OF LEAVE: Human Resources must be notified of any denial of salary continuation payments. An employee who is denied salary continuation payments, or who has exhausted salary continuation payments while receiving weekly income benefits, medical payments, may take his or her accrued leave, pursuant to policy, but only in an amount necessary to make up the difference between weekly income benefits and his/her regular net rate of pay.
- J. LEAVE WITHOUT PAY: An employee who has used all of his or her leave, compensatory time, FMLA, if requested and authorized, and salary continuation payments, and is still off work and receiving weekly income benefits, shall be on leave without pay status until or unless accommodations may be made pursuant to the ADA. If all efforts have been exhausted, the employee may be terminated.
- K. MODIFIED WORK: When an employee has sustained an injury, the Director of Human Resources may require the employee to return to work and to perform light, partial, or part-time work when authorized or approved by the City- approved physician or treating physician. Failure to return to work when able to perform light work, with or without a reasonable accommodation, and not on FMLA leave, with FMLA approved medical certification, shall constitute job abandonment. No employee will shall be allowed to perform light-duty work after salary continuation payments cease or after an employee reaches maximum medical improvement.

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L. STATUS UPON RETURN FROM LEAVE:

1. Prior to returning to work, the employee must produce a medical certification showing that the employee is able to perform all essential tasks of the employee's job, with or without a reasonable accommodation, otherwise referred to as "satisfactory medical certification."
2. If the medical certification is satisfactory, and the employee is coming off of FMLA leave, with medical certification to justify FMLA leave, the employee shall:
 - a. be restored by the City to the vacant position held by the employee when injured; or
 - b. be restored to a position with equivalent status, benefits, pay, terms and conditions of employment.
3. If the medical certification is satisfactory, and the employee is not coming off FMLA leave, the employee shall:
 - a. be restored by the City to the vacant position held by the employee when injured; or
 - b. be restored to another available position with the City, for which the employee is qualified. The City does not guarantee the original position or an equal paying, equivalent position.
4. If the employee does not return to work after receiving notice of satisfactory medical certification, disciplinary procedures, up to and including employment termination, shall be undertaken for job abandonment.
5. There shall be no discrimination because the employee has filed a worker's compensation claim.
6. The injured employee must provide immediate notice to the supervisor of the injured condition, and the type of leave to be taken. The supervisor, or other appropriate city official, shall take whatever actions are considered reasonable and appropriate to confirm the condition and to determine if the requested leave is appropriate.

M. COVERAGE CONTINUATION: an employee who is placed on leave without pay status under the provisions of this policy (this does not apply to FMLA leave):

1. may elect to continue participation in the City's Medical and Dental Plan by paying his/her monthly premium directly to the Finance Department;

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2. is, by definition, temporarily ineligible for participation in the Texas Municipal Retirement System (TMRS);
 3. will not accrue any leave time or other benefits if on leave without pay for more than half of his or her scheduled work period as established by the department.
- N. TERMINATION OR LAYOFF: This policy does not preempt the disciplinary and grievance policies of the City of Celina, which shall take precedent over any of the sections in this policy. This policy also does not preclude an employee from being terminated during an official reduction in force due to budget reductions.

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8.06 – Safety Meetings and Training

I. Safety Meetings & Training

- A. Safety meetings are an effective way to encourage, educate, and train employees on safe work practices and will be held on a regular basis, based upon the specific department or operation. The Department Supervisor/Manager will provide information to be used in the meetings and will attend and participate in the meetings when possible. Safety meetings will normally be conducted by the Department Supervisor/Manager. Discussions of safety rules, possible hazards to be encountered in future job duties, or changes in procedures or equipment are some topics that should be covered on a regular basis. Topics discussed during safety meetings should pertain to the specific hazards associated with the employee's assigned job or task as well as general hazards associated with the workplace. All employee safety meetings and training will be documented.
- B. Employees who do not attend regularly scheduled safety meetings or training will be identified and scheduled to attend makeup training at the supervisor's discretion. Documentation of makeup training will be made as well.

II. Special Training

- A. Additional or specialized safety training will be conducted for the following areas as the need arises:
 1. New equipment purchases
 2. New/changes in operations
 3. Identified areas of increased accidents
 4. Newly identified areas of exposure

III. New Employee Safety Orientation

- A. Department Directors/Managers, in conjunction with Human Resources department will provide an orientation to all new employees to address the hazards associated with his/her positions and will include a review of all safety rules, policies/procedures, and equipment that are applicable to the employee's area of assignment. New employees will be given an opportunity to ask relevant questions that may pertain to their assigned duties and safety. Documentation of the new employee safety orientation will be complete and maintained in the employee's personnel file.
- B. New employees' work activities will be limited until the safety orientation is completed.

IV. Documentation of Safety Meetings & Training

1. Documentation from any formal meeting, 'tailgate' meeting, or training courses attended by employees, supervisors, or managers will also be maintained for recordkeeping purposes. Documentation should include the topic(s) covered, presenter information, and copies of any materials or handouts used during the training.

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8.07 – Fall Prevention

Slips, trips, and falls constitute a large percentage of accidents and injuries in public entities. These procedures are designed to prevent hazardous conditions that could result in slips, trips, or falls.

I. Responsibilities

A. Supervisors

1. Conduct routine inspections to ensure all walking and working surfaces are free from potential slip, trip, and fall hazards.
2. Conduct safety training for employees who use ladders, scaffolds, or other elevated surfaces.
3. Conduct training in the use and inspection of fall prevention and fall arrest equipment.
4. Ensure proper ladders are used for specific tasks.
5. Provide adequate fall prevention and fall arrest equipment.

B. Employee

1. Maintain work areas free from potential slip, trip, and fall hazards.
2. Correct or immediately report potential slip, trip, and fall hazards.
3. Use proper ladders for assigned tasks.
4. Use proper fall prevention and fall arrest equipment as prescribed by policies.

C. Engineered and Administrative Hazard Controls

- D. Although every effort is made to prevent slips, trips, and fall accidents, additional precautions should be taken to ensure all possible measures have been taken. These include:

1. Proper construction of elevated work surfaces.
2. Proper use of hand, knee, and toe rails, where required.
3. Proper design and use of fixed ladders and stairs.
4. Adequate lighting in all areas.
5. Training for all employees who work on elevated work surfaces.
6. Routine inspections of ladders, stairs, walking, and working surfaces.
7. Following housekeeping and cleaning requirements
8. Immediate addressing potential problem areas.

II. General Requirements

A. Housekeeping

1. All work areas, passageways, storerooms, and shop areas should be kept clean and orderly at all times.
2. The floor of every work area shall be maintained in a clean and dry condition as possible. Where wet operations are held, adequate drainage

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should be maintained, and non-slip mats or floor covering shall be provided.

3. Every floor, work area, and passageway shall be kept free of protruding nails, splinters, holes, debris, and stored items.

B. Aisles and Passageways

1. Aisles and passageways shall be kept clear and in good repair with no obstructions across or in aisles that could cause a hazard.
2. Where mechanical equipment is used, aisles should be of adequate width as improper aisles coupled with poor housekeeping, vehicle and foot traffic, can cause injury to employees, damage to equipment and materials, and can limit egress in the event of an emergency.
3. Changes in elevation, such as steps, curbs, and ramps, should be marked or highlighted with a stripe of highly-visible paint or other non-skid material to assist in the identification of the known trip and fall hazard.

C. Guarding Floor and Wall Opening, Runways, Stairs

1. Floor openings and holes, wall openings and holes, and the open sides of elevated work surfaces may create hazards as people may fall through the openings or over the side to the level below. Objects such as tools or parts, may also fall through holes and strike employees or damage machinery on lower levels.
2. Standard railings shall be provided on all exposed sides of a stairway opening, except at the stairway entrance.
3. Every open-sided floor or work surface located 4 feet or more above the adjacent floor or ground level shall be guarded by a standard railing on all open sides, except where there is an entrance to a ramp, stairway, or fixed ladder. A toe board shall be provided as well.
4. Guarding Stairways - Every flight of stairs, with four or more risers, shall have standard stair railings or standard hand railings.
5. Fixed Industrial Stairs - Fixed industrial stairs shall be provided for access to and from places of work where operations necessitate regular travel between levels.
6. Portable Ladders - The primary hazard associated with the use of a ladder is falling. A poorly designed, maintained, or improperly used ladder may collapse under the load placed upon it and cause the employee to fall.
7. Fixed Ladders - A fixed ladder is a ladder permanently installed or attached to a structure, building, or equipment. Fixed ladders with a length of more than 20 feet shall be equipped with a safety cage or ladder safety device. A 'cage' is a guard that is fastened to the side rails of the fixed ladder or to the structure designed to encircle the climbing space of the ladder for the safety of the person who must climb the ladder. Cages should extend a minimum of 42 inches above the top of the landing unless other acceptable fall protection is provided.

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8.08 – General Rules for Motor Vehicle and Equipment Operation

I. General Provisions

- A. Employees who are authorized to operate City of Celina vehicles or personally owned vehicles on City business, must have a valid Texas driver's license for the class vehicle they operate and must notify their supervisor immediately should the license be suspended or revoked.
- B. All drivers of City of Celina vehicles must be familiar with and abide by all applicable state, federal, and local traffic regulations.

All drivers/operators shall be responsible for the proper care and use of vehicles and motorized equipment. This includes maintaining City of Celina vehicle/motorized equipment interiors and exterior, regularly servicing these items and reporting maintenance needs to the supervisor.

- C. A driver/operator shall not permit any unauthorized persons to drive, operate or ride in or on a City vehicle. Riders shall not be allowed on running boards, tailgates, fenders, bumpers, atop cabs, on tow bars, or towed equipment. (Exceptions may include operator trainees and mechanics sharing operator positions.)
- D. Where seat belts are provided, they shall be worn by all occupants. The size or operation of the vehicle or equipment does not excuse the operator from the seat belt requirement.
- E. Unsafe and discourteous driving practices such as 'road-hogging', disregarding the rights of pedestrians, violating traffic regulations, and deliberate recklessness of any kind are prohibited.

Personnel should maintain three points of contact with mobile equipment when entering and exiting to help in maintaining balance if a slip occurs. Many injuries occur as a result of slips and using three points of contact will help control this exposure. In addition, the condition of the handrails, steps, etc. should be inspected regularly.

- F. Except in emergencies, gasoline must not be carried inside passenger cars or the cabs of trucks. Gasoline shall be transported in approved safety containers and sealed tight to prevent the leakage of gasoline or gasoline vapors.
- G. Garage doors must be opened for ventilation whenever a motor vehicle engine is running to help prevent the accumulation of carbon monoxide gas.
- H. Keys shall be removed from unattended vehicles and equipment. Doors should be locked for security purposes.
- I. Driving a vehicle under the influence of alcohol or any controlled substance will not be tolerated. Never attempt to perform work or drive a vehicle when you are impaired by alcohol, medication, or drugs, including over-the-counter or

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prescription medications.

- J. Picking up hitchhikers is dangerous and prohibited.
- K. Driving is a full time job. Drivers should not engage in other activities, such as dialing a telephone, while operating a vehicle. The vehicle should be pulled off the road and stopped before performing these types of activities.
- L. Driving at the maximum posted speed limit can be too fast for safety in some situations. The drivers of all vehicles must use good judgment and proceed at a pace suitable to conditions of the vehicle, road, traffic, and weather.
- M. All vehicle cabs should be kept clean to reduce distractions to drivers and interference with the operation of the vehicle or equipment.

II. Backing

- A. When possible, park so that backing is not required.
- B. Extreme caution shall be exercised when backing any vehicle. If another employee is present, he/she shall act as a spotter to assist the driver in backing safely. Drivers shall stop immediately if they lose sight of the spotter.
- C. Backup alarms are a useful warning device and should be used when possible, especially on larger vehicles and equipment that may severely restrict your view to the rear of the vehicle. If an alarm is not present, the operator should honk his horn to warn others of the moving vehicle.

III. Stopping on Roadways

- A. When it is necessary to stop on the roadway, extreme caution shall be used.
- B. A rotating beacon light shall be used, if so equipped. Tail lights/emergency flashers shall be used.
- C. If work is in progress, traffic control devices shall be used in accordance with the Texas Manual on Uniform Traffic Control Devices, Part VI. Please see additional information in the respective departmental policies regarding vehicle/equipment us.

IV. Inspection of Vehicles and Equipment

- A. Drivers/operator shall utilize equipment checklists to inspect vehicles and equipment to determine if they are in good operating condition *prior* to operating the vehicle.

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- B. The driver/operator shall determine that brakes are in good operating condition before using the vehicle or equipment. If brakes are not working properly, they must be corrected before use.
- C. The driver/operator shall report all defects promptly. Items that affect safety shall be repaired prior to continued use.
- D. For additional information, please refer to City of Celina and/or Departmental Vehicle Operator Standards.

V. Powered Carts & Low-Speed Vehicles

- A. Powered carts and other low-speed vehicles (LSV) such as golf carts, 'Mules', 'Gators', etc. should be driven with special care. This classification of vehicle includes those which are electric-, gasoline-, or diesel-powered (LSV) and may or may not be licensed to operate on public roadways. Vehicles not licensed (registered) by the Texas Department of Public Safety as an on-road vehicle should not be driven on public roadways. The following operating rules apply to powered carts & LSV:
 - 1. Only drivers authorized by the respective department and trained in the safe operation of powered carts and LSV shall be permitted to operate such vehicles.
 - 2. All prospective cart or LSV operators must receive training before being allowed to operate a powered cart or LSV.
 - 3. Operators and passengers shall keep arms and legs inside the cart or LSV at all times and shall not jump on or off of moving vehicles.
 - 4. Powered carts or LSV shall be driven on facility vehicle traffic areas whenever possible. If a sidewalk must be used, the cart speed should not exceed that of the pedestrian traffic.
 - 5. Carts or LSV which are capable of reaching 25 mph or higher must remain in facility vehicle traffic areas and should not be driven on the sidewalks or "pedestrian only" areas.
 - 6. Operators shall be familiar with, and observe all established traffic laws.
 - 7. Materials and equipment shall be properly secured so that they will not shift or fall off of moving carts or LSV.
 - 8. Powered carts & LSV shall not be operated at night without properly working head and taillights.
 - 9. Be extremely cautious while making turns and while driving on uneven surfaces to avoid tipping in carts.
 - 10. Parking a powered cart or LSV should follow the same rules as a motor vehicle and is prohibited in the following areas:

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8.09 – Back Injury Prevention and Material Handling

Back injuries are prevalent and continue to be one of the leading causes of on-the-job injuries in the workplace. The following procedures are designed to prevent injury and disability to employees; decrease lost productivity due to accidents and injuries; and, decrease costs associated with these types of injuries.

I. Common Causes of Back Injuries

- Prolonged positions
- Poor posture
- Poor ergonomics
- Improper lifting/lifting too much
- Twisting while lifting
- Reaching while lifting
- Slips/trips and falls
- Vehicle and equipment entry and exit

II. Safe Lifting Principles

The following steps should be taken prior to lifting, handling, or carrying materials:

- A. Prior to beginning to lift or carry, check to ensure that the walkway is clear of all obstacles.
- B. Carefully check the object's weight and center of gravity.
- C. Face the object and get as close as you can with feet slightly apart and the head and neck facing forward. Grip the object firmly and hold it as close to your body as possible.
- D. Bend at your knees, not at your waist.
- E. Use your legs to bring you to a standing position, making the lift smoothly and under control.
- F. Do not twist your body when lifting or lowering.
- G. If necessary, obtain assistance in lifting heavy objects by utilizing additional personnel, power equipment, or other types of assistive lifting devices.
 - 1. When two or more persons carry a heavy object that is to be lowered or dropped, there shall be a pre-arranged signal for releasing the load.
 - 2. When two or more persons are carrying an object, each employee, if possible, should face the direction in which the object is being carried. Crouch or squat with the feet close to the object to be lifted; secure good footing; take a firm grip; bend the knees; keep the back vertical; and lift by bending at the knees and using the leg and thigh muscles. Employees shall

Attachment: FINAL Policies Document - To Council (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

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Chapter 8 – Risk Management

8.09 – Back Injury Prevention and Material Handling

not attempt to lift beyond their capacity. Caution shall be taken when lifting or pulling in an awkward position.

H. Material shall not be thrown from place-to-place or person-to-person.

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CITY OF CELINA

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Chapter 8 – Risk Management

8.10 – Fire Prevention and Life Safety

I. General

These address specific exposures and prevention methods related to fire prevention and the life safety of employees.

A. Management Responsibilities

1. Ensure all fire prevention methods are established and enforced.
2. Ensure fire suppression systems such as sprinklers and extinguishers are periodically inspected and maintained in working order.
3. Train supervisors to use fire extinguishers for incipient (developing) fires.
4. Train employees on evacuation routes and procedures.

B. Supervisor Responsibilities

1. Closely monitor the use of flammable materials and liquids.
2. Train assigned employees in the safe use, storage, and handling flammable materials.
3. Ensure flammable material storage areas are properly maintained.

C. Employee Responsibilities

1. Use, store, and transfer flammable materials in accordance with provided training and policy.
2. Do not mix flammable materials.
3. Immediately report violations of this program to a supervisor.

II. Potential Hazards

Fire and explosion hazards can exist in almost any work area. Potential hazards include, but are not limited to:

1. Improper operation or maintenance of gas-fired equipment
2. Improper storage of use of flammable liquids
3. Smoking in prohibited areas
4. Accumulation of trash and debris
5. Unauthorized 'hot work' operations

A. Hazard Prevention and Control

1. All nonessential ignition sources must be eliminated where flammable liquids are used or stored. The following is a list of some of the more common ignition sources:
2. Open flames, such as cutting and welding torches, furnaces, matches, and heaters, should be kept away from flammable liquids. Cutting or welding on flammable liquids equipment should not be performed unless the equipment has been properly emptied and purged with a neutral gas, such

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Chapter 8 – Risk Management

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as nitrogen.

3. Electrical sources of ignition, such as DC motors, switches, and circuit breakers should be eliminated where flammable liquids are used, handled, or stored. Only approved, explosion-proof devices should be used in these areas.
4. Mechanical sparks produced as a result of friction should not be used near flammable liquids.
5. Static sparks generated as a result of static electricity. Every effort should be made to eliminate the possibility of static sparks including proper bonding and grounding of tools and equipment.

B. Removal of Incompatibles

Materials that can contribute to a flammable liquid fire should not be stored with flammable liquids. Examples include oxidizers and fertilizers stored near petroleum-based products.

C. Control of Flammable Gases

Generally, flammable gases pose similar fire hazards as flammable liquids and their vapors and many of the same safeguards also apply. Other properties, such as toxicity, reactivity, and corrosivity must also be taken into consideration as a flammable gas could produce toxic combustion products.

III. Fire Extinguishers

A portable fire extinguisher is the “first aid” device and is very effective when used while a fire is small. The use of an extinguisher that corresponds to the class of fire, by a trained person, can save both lives and property. Portable fire extinguishers must be installed in all workplaces, regardless of other firefighting measures. The successful performance of an extinguisher in a fire situation largely depends on the proper selection, inspection, maintenance, and distribution.

A. Classifications of Fire Extinguishers

Fires are classified into five general categories, depending upon the type of material or fuel involved. The type of fire determines the type of extinguisher to be used to extinguish it.

1. **Class A** fires involve combustible materials such as wood, paper, and cloth, which produces glowing embers or char.
2. **Class B** fires involve flammable gases, liquids, and greases, including gasoline and most hydrocarbon liquids, which must be vaporized for combustion to occur.
3. **Class C** fires involve live electrical equipment or materials near electrically energized equipment.

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4. **Class D** fires involve combustible metals such as magnesium, zirconium, potassium, and sodium.
5. **Class K** fires involve cooking fats and oils found in deep fat fryers or other cooking appliances such as solid fuel char-broilers.

In many cases, areas will be equipped with an 'ABC'-type extinguisher, which can be used for wide variety of common fires.

B. Location and Identification of Extinguishers

1. Extinguishers should be conspicuously located and readily accessible for immediate use in the event of a fire. Generally, extinguishers will be placed along normal paths of travel and egress. Wall recesses and/or flush-mounted cabinets should be used whenever possible.
2. Extinguishers should be clearly visible. In locations where visual obstruction cannot be completely avoided, directional arrows will be provided to indicate the location of extinguishers and the arrow will be marked with the extinguisher classification.
3. If extinguishers intended for different classes of fires are located together, they will be marked to ensure the proper class of extinguisher is selected. Classification markings will be located on the front of the shell above or below the extinguisher nameplate and should be legible from a distance of three feet.

C. Condition of Extinguishers

Portable extinguishers will be maintained in a fully charged and operable condition and kept in their designated locations at all times when not being used. When extinguishers are removed for maintenance, inspection, or testing, a fully charged and operable replacement should be provided.

D. Mounting and Distribution of Extinguishers

Extinguishers should be installed on hangers, brackets, in cabinets, or on shelves, no more than 42-inches above the floor.

Extinguishers should be distributed such that the amount of time required to travel to the extinguisher and back to the fire does not allow the fire to get out of control. Generally, the travel distance for Class A and Class D extinguishers should not exceed 75 feet; Class B extinguishers should not exceed 50 feet, due to the quick spread of flammable liquid fires; Class C extinguishers should simply be placed where they are likely needed, based upon the given hazards; and, Class K extinguishers are generally located within a proximate distance to the cooking areas in which they are designed to protect.

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E. Inspection and Maintenance of Extinguishers

All extinguishers should be visually inspected on a monthly basis and tested and certified by a qualified service provider on an annual basis.

F. Use of Fire Extinguishers

In most cases, recalling the **PASS** acronym will help remember the four steps of safe extinguisher use.

- P**ull the pin (from the handle)
- A**im the nozzle (at the base of the fire)
- S**queeze the handle (to actuate the extinguisher)
- S**weep the nozzle (from side-to-side)

IV. Fire Safety

A. Inspections

Supervisors and Managers are responsible for conducting workplace fire inspections as a part of the normal workplace safety inspection. These surveys should include observations of housekeeping issues and should specifically address proper storage of chemicals and supplies, unobstructed access to fire extinguishers and emergency exit or evacuation routes.

B. Emergency Exits

Every exit designated as an emergency exit should be clearly visible or the route to it conspicuously identified in such a manner that every occupant of the building will readily know the direction of escape from any point. At no time should exits or paths of egress be blocked.

Any doorway or passageway, which is not an exit or access to an exit, but which may be mistaken for an exit, should be identified by a sign reading “Not an Exit” or otherwise labeled as to the purpose (i.e., “Closet”). Exits and accesses to exits will be marked by a readily visible sign. Each exit sign (other than internally illuminated signs) should be illuminated by a reliable light source or phosphorescence.

C. Emergency Lighting

Emergency lighting in buildings, if equipped, should be tested at least monthly to ensure proper operational conditions in the event of an emergency. These tests should be completed in conjunction with the fire extinguisher visual inspections.

D. Evacuation Routes and Plans

1. Each facility shall design and post an emergency evacuation plan to allow employees and other to safely evacuate the building or affected area in the case of an emergency.
2. Should evacuation be necessary, proceed to the nearest exit or stairway and proceed to an area of refuge outside the building. Most stairways are fire

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resistant and are often equipped with barriers to smoke if doors remain closed.

3. Do not use elevators. Should a fire involve the control panel of the elevator or the electrical system of the building, power in the building may be lost and you could become trapped in the elevator, potentially between floors. Also, the elevator shaft can become a flue, lending itself to the passage and accumulation of hot gases and smoke generated by the fire.

E. Fire Emergency Procedures

The following procedures should be followed in the event of a fire within a building:

1. Activate the nearest fire alarm, if equipped
2. Notify your supervisor, co-workers, and other occupants
3. Fight the fire only if:
 - a. The Fire Department has been notified of the fire, and
 - b. The fire is small and confined enough to its area of origin, and
 - c. You have a way out and can fight the fire with your back to the exit, and
 - d. You have the proper extinguisher, in good working condition, and know how to use it.
4. If you are unsure of your ability or the fire extinguisher's capacity to contain the fire, leave the area.
5. Leave the building and move away from exits, maintaining clear path for emergency operations.
6. Assemble in a designated area.
7. Report your safety to the appropriate supervisor or personnel.

V. First Aid

- A. All injuries, regardless of severity, shall be reported to your supervisor.
- B. Preplanning for a potential emergency situation is most valuable. All employees shall be aware of the medical services available and how to obtain them. Emergency phone numbers shall be posted in all work areas.
- C. Where first aid kits are supplied, employees shall be familiar with the location, contents, and the instructions given with the first aid kit. Each employee shall learn how to use this equipment so they can render treatment when needed.
- D. The contents of the first aid kits shall be inspected each month and expended items replaced. Personal medication shall not be kept in first aid kits.
- E. Where the eyes or body may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided for emergency use.
- F. Emergency eye wash and/or shower stations should be tested at least once per month to ensure proper working condition.

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PERSONNEL POLICIES

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Chapter 8 – Risk Management

8.11 – Office Safety & Ergonomic Awareness

I. Office Safety

- A. Employees shall walk cautiously up and down stairs and use handrails whenever possible.
- B. Caution shall be exercised when walking around blind corners.
- C. Desk drawers and file cabinets shall be kept closed when not in use.
- D. Only one drawer of a file cabinet shall be pulled out at a time.
- E. Boxes, chairs, buckets, etc. shall not be used in place of ladders.
- F. The floor shall be kept clear of tripping hazards such as telephone cords, electrical extension cords, paper cartons, etc.
- G. Employees mopping or waxing floors shall place warning signs to alert co-workers of the potential for slippery floors. In addition, all liquid spills shall be cleaned up immediately and signs put in place until the hazard is alleviated.
- H. Material shall be stored on shelves in a manner to prevent falling; heavy objects shall be placed on lower shelves.
- I. Hallways and aisles shall be kept clear of obstructions.
- J. All emergency exits, electrical panels, fire extinguishers, and emergency equipment shall be kept clear of all obstructions.
- K. Solvents or other toxic substances shall be used only with adequate personal protection or in well-ventilated areas. Material Safety Data Sheets (MSDS) should be accessible to all employees who are using these substances.
- L. Employees shall not attempt to clean, oil or adjust any machine that is running. If the machine is not equipped with a starting switch that can be locked in the “off” position, it shall be disconnected from the power source.
- M. Unsafe electrical cords, faulty equipment, or any other hazardous condition shall be reported and taken out of service until the repairs are completed.
- N. Broken glass and other sharp objects shall not be placed in wastepaper containers.

II. Ergonomic Awareness

- A. Work Stations, Desks, and Counter-Tops
 - 1. Chairs should be easily adjustable and provide good lumbar support. If feet cannot rest firmly on the ground, a footrest may be provided. Chairs with a

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8.11 – Office Safety & Ergonomic Awareness

five-point base are recommended due to the stability that is provided.

2. Sufficient leg room must be allowed for seated operators.
3. Position the monitor directly in front of the operator. The operator's eyes should be level with the top of the screen. Viewing distance between the user's eyes and the screen should be approximately 16 to 22 inches.
4. The equipment or sources of light should be positioned so that glare or bright reflections on the display screen are minimized.
5. Adjust the height of the chair and/or keyboard so that the shoulder-elbow-arm angle is approximately 70-90 degrees.
6. Keyboard heights and placement should be adjustable. Use a cushioned palm rest if needed to keep user's hands and fingers in the same plane as the forearm and avoid resting wrists and forearms on sharp table edges.
7. Work surface heights should range from 23 to 28 inches for seated work stations. In addition, your work area should be well organized with routine operations within easy reach and easily accessible.
8. Document holders should be placed adjacent to and at the same height as the display screen.
9. Operators should adjust positions frequently and get up and move around to help avoid fatigue.

B. Lighting, Noise and Heat

1. Adequate but not excessive heat should be provided during cooler weather.
2. Windows should be equipped with adjustable blinds.
3. Use task lighting where extra illumination is required.
4. Noise above 85 to 90 decibels (DBA) may be harmful to workers. When exposed to high noise levels, employees shall utilize hearing protection equipment to ensure proper working conditions.
5. Whenever possible, isolate noisy machines and equipment in a remote location.
6. Tailor work practices to prevent heat/cold-related disorders. Employees exposed to hot environments must know the appropriate medical steps to counteract life threatening situations such as hypothermia, heat stroke, heat exhaustion, and heat cramps.

Attachment: FINAL Policies Document - To Council (Personnel Policy)

City Of Celina

Personnel Policies and Procedures

Acknowledgment of Receipt of the Personnel Policies and Procedures

The Personnel Policies and Procedures Handbook contains important information about the City of Celina, and I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook.

I understand that I have entered into my employment relationship with the City of Celina voluntarily, and understand there is no specified length of employment. Accordingly, either the City or I can terminate the relationship at-will, at any time, with or without cause, and with or without advance notice.

Since the information, policies, procedures and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the City's policy of employment at-will. All such changed will generally be communicated through notices, and I understand that revised information will supersede, modify, or eliminate existing policies. Only City Council has the ability to adopt and approve any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract or employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or the Human Resources Department any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies and procedures contained in this handbook, and any revisions made to it. I further agree that if I remain with the City following any modifications to the handbook, I thereby accept and agree to such changes.

I have received a copy of the City of Celina's Policies and Procedures Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I agree to sign the Acknowledgment of Receipt form and return a copy to my supervisor within 30 days. The supervisor will provide a signed copy to the Human Resources Department within 3 days of receipt from the employee. I understand this form will be retained in my personnel file.

Signature of Employee

Date

Printed Name of Employee

Employee ID Number



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 Date: July 14, 2020
 Re: Funding Agreement with TxDOT for FM 1461 from Preston Road (SH 289) to Custer Road (FM 2478)

Action Requested:

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

Background Information:

The Texas Department of Transportation (TxDOT) has deemed it necessary to make certain highway improvements on FM 2478 from FM 1461 to North of FM 1461. This project will widen and realign this section of highway and will require the acquisition of certain right of way and the relocating and adjusting of utilities. TxDOT is requesting the City to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Fixed participation costs are \$15,954.40
 Amend budget line item 102-514-02-5145

Legal Review:

City Attorney has reviewed the agreement

Supporting Documents:

Agreement
 Resolution

Staff Recommendation:

Staff recommends approval of the attached resolution.

CITY OF CELINA

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS FOR FRONTIER PKWY (FM 1461) – PRESTON RD (SH 289) TO CUSTER RD (FM 2478); 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

WHEREAS, TxDOT requires additional right of way (ROW) along Frontier Pkwy to widen the roadway to an ultimate six lane configuration;

WHEREAS, TxDOT requests City of Celina to participate in the acquisition of additional ROW required;

WHEREAS, City of Celina agrees to participate in ROW acquisition at ten percent of the total acquisition costs;

WHEREAS, Full participation is memorialized in the Agreement to Contribute Right of Way Funds, which is attached hereto and incorporated herein as Exhibit “A”;

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

Section 1. That the City Manager is hereby authorized to execute the Agreement to Contribute Right of Way Funds.

Section 2. This Resolution shall be effective upon the date of its passage and approval..

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, this ____ day of _____, 2020.

City Manager, Jason Laumer

Attachment: 2020 0702 Resolution - TxDOT ROW (FM 1461 from Preston to Custer)

ATTEST:

Sean Terry, Mayor

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: 2020 0702 Resolution - TxDOT ROW (FM 1461 from Preston to Custer)



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

July 8, 2020

Jason Laumer, City Manager
City of Celina
c/o Kimberly Brawner, P.E.
142 North Ohio Street
Celina, Texas 75009

RE: Collin County
RCSJ 1973-01-018, CCSJ 1973-01-015
FM 1461 from: SH 289 to: West of CR 166

Dear Mr. Laumer,

Enclosed for your execution are three "Agreement to Contribute Right of Way Funds (Fixed Price)" agreements for City of Celina, and the project stated above.

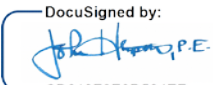
Please sign and return the following to the address stated below: three **original agreements, approval ordinance/resolution and/or certified minutes**, and a contribution check. Once final signatures are obtained, the City will have a fully executed agreement returned.

Texas Department of Transportation (TxDOT)
Attention: Tresa Mixon – ROW
4777 US Highway 80 East
Mesquite, Texas 75150-6643

Please understand that TxDOT cannot proceed with ROW acquisition until this process is completed.

If you have any questions, please contact Tresa Mixon at (214) 320-3546.

Sincerely,

DocuSigned by:

CD610F6E0D584EE

John Hudspeth, P.E.
Director of Transportation, Planning and Development

Attachments

cc: Craig Dearman

 DS

County Collin
 District Dallas
 ROW CSJ 1973-01-018
 CCSJ # 1973-01-015
 Federal Project #: - - -
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and The City of Celina, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 1461 from SH 289 to West of CR 166, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20 , which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

Attachment: INTERNALLY EXE-FM 1461-RCSJ-1973-01-018-Agreement-CITY OF CELINA-City Mgr-7.8.20 (FM 1461 from Preston to Custer)

County Collin
 District Dallas
 ROW CSJ 1973-01-018
 CCSJ # 1973-01-015
 Federal Project #: - - -
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of

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 CCSJ # 1973-01-015
 Federal Project #: - - -
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the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State

Attachment: INTERNALLY EXE-FM 1461-RCSJ-1973-01-018-Agreement-CITY OF CELINA-City Mgr-7.8.20 (FM 1461 from Preston to Custer)

County Collin
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may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Jason Laumer, City Manager</u>	Director of Right of Way Division
<u>c/o Kimberly Brawner, P.E.</u>	Texas Department of Transportation
<u>142 N. Ohio Street</u>	125 E. 11 th Street
<u>Celina, Texas 75009</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

County Collin
 District Dallas
 ROW CSJ 1973-01-018
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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

Date

Attachment: INTERNALLY EXE-FM 1461-RCSJ-1973-01-018-Agreement-CITY OF CELINA-City Mgr-7.8.20 (FM 1461 from Preston to Custer)

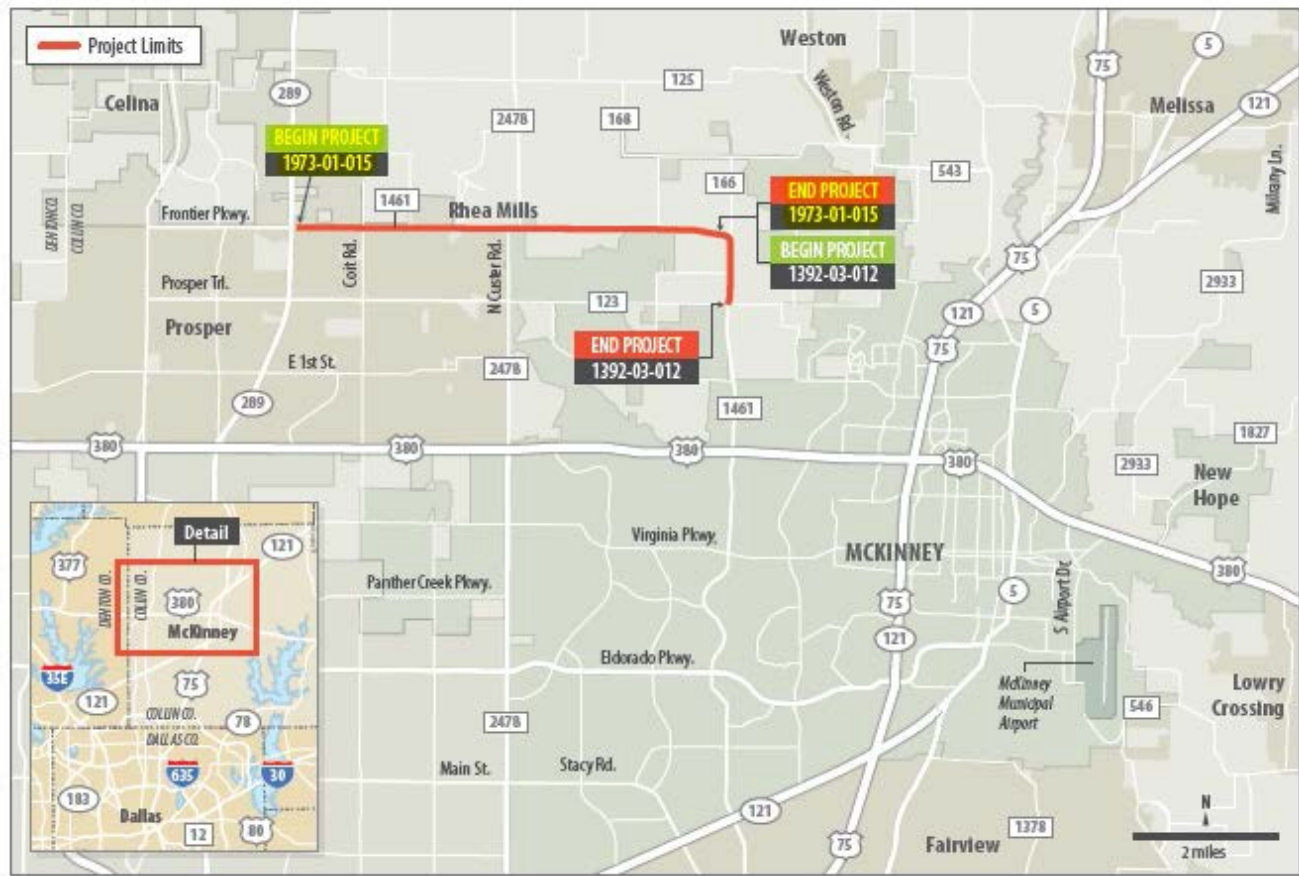
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ATTACHMENT A RESOLUTION OR ORDINANCE

Attachment: INTERNALLY EXE-FM 1461-RCSJ-1973-01-018-Agreement-CITY OF CELINA-City Mgr-7.8.20 (FM 1461 from Preston to Custer)

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 District Dallas
 ROW CSJ 1973-01-018
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 Federal Project #: ---
 CFDA Title: Highway Planning & Construction
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ATTACHMENT B LOCATION MAP SHOWING PROJECT



Attachment: INTERNALLY EXE-FM 1461-RCSJ-1973-01-018-Agreement-CITY OF CELINA-City Mgr-7.8.20 (FM 1461 from Preston to Custer)

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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Attachment: INTERNALLY EXE-FM 1461-RCSJ-1973-01-018-Agreement-CITY OF CELINA-City Mgr-7.8.20 (FM 1461 from Preston to Custer)



County	Collin
District	Dallas District
ROW CSJ #	1973-01-018
CCSJ #	1973-01-015

Federal Project #	
CFDA Title: <u>Highway Planning and Construction</u>	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

**Standard Agreement to Contribute
State Performs Work
Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$1,990,665.00	90.0%	\$1,791,598.50	10.0%	\$199,066.50	100.0%
Reimbursable Utility Adjustments	\$28,082.00	90.0%	\$25,273.80	10.0%	\$2,808.20	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$2,018,747.00		\$1,816,872.30		\$201,874.70	

Fixed Amount

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: 20-04 Annexation First Public Hearing

Action Requested:

The Celina City Council will conduct the first of three public hearings to annex approximately 963 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-04 Annexation First Public Hearing) (Mohan)

- 1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
- 2) Collin CAD Property ID 990379, being an approximate 24.58 acre tract of land in Collin County, Texas, legally described as Abstract No. 124 in the Henry Bentley Survey, Tract 16; generally located at the northwest corner of County Road 8 and W. FM 455,
- 3) Collin CAD Property ID 2709581, being an approximate 78.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 3; generally located north of FM 2478 and approximately 1,200 feet east of County Road 127,
- 4) Collin CAD Property ID 989755, being an approximate 12.60 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 4; generally located approximately 600 feet north of FM 2478 and approximately 2,700 feet east of County Road 127,
- 5) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 feet north of FM 2478 and approximately 2,800 feet east of County Road 127,
- 6) Collin CAD Property ID 1005245, being an approximate 35.84 acre tract of land in Collin County, Texas, legally described as Abstract No. 394 in the Daniel Howell Survey, Tract 17; generally located east of County Road 127 and approximately 1,300 feet south of W. FM 455,
- 7) Collin CAD Property ID 2736080, being an approximate 26.49 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Sheet 1, Tract 17; generally located approximately 1,900 feet west of County Road 89 and north of County Road 90,
- 8) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
- 9) Collin CAD Property ID 985731, being an approximate 53.00 acre tract of land in Collin County,

Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 3; generally located approximately 500 feet north of County Road 129 and approximately 1,300 feet west of FM 2478,

10) Collin CAD Property ID 985777, being an approximate 81.63 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 7; generally located east of County Road 127 and approximately 1,700 feet north of County Road 129,

11) Collin CAD Property ID 995123, being an approximate 3.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 3,000 feet north of County Road 129 and approximately 1,000 feet west of FM 2478,

12) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,

13) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,

14) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,

15) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,

16) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,

17) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,

18) Collin CAD Property ID 997942, being an approximate 155.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 932 in the T & P Ry Co Survey, Tract 1; generally located west of County Road 57 and approximately 950 feet north of W. FM 455, and

19) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01°07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly rightof-way line of said Farm Road No. 428 as follows:

South 48°31'00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;

South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;

South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;

South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";

continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
 North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
 North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
 THENCE through the interior of said called 586.196 acre tract as follows:
 North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
 North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
 North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
 North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
 North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
 North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
 North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
 North 01 deg. 30 min. 07 sec. East, a distance of 152.18 feet to a point;
 North 22 deg. 06 min. 41 sec. West, a distance of 128.29 feet to a point;
 North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

Background Information:

In alignment with the City's growth strategies and per the direction from Celina's City Council, the purpose of this resolution is relating to the intent to annex certain properties.

Below is the anticipated annexation schedule for the properties:

~~June 9, 2020 - City Council acts on a resolution to set the public hearing dates.~~

July 14, 2020 - First Public Hearing to be held.

December 2020 - Petition Verification

January 12, 2021 - Second Public Hearing to be held.

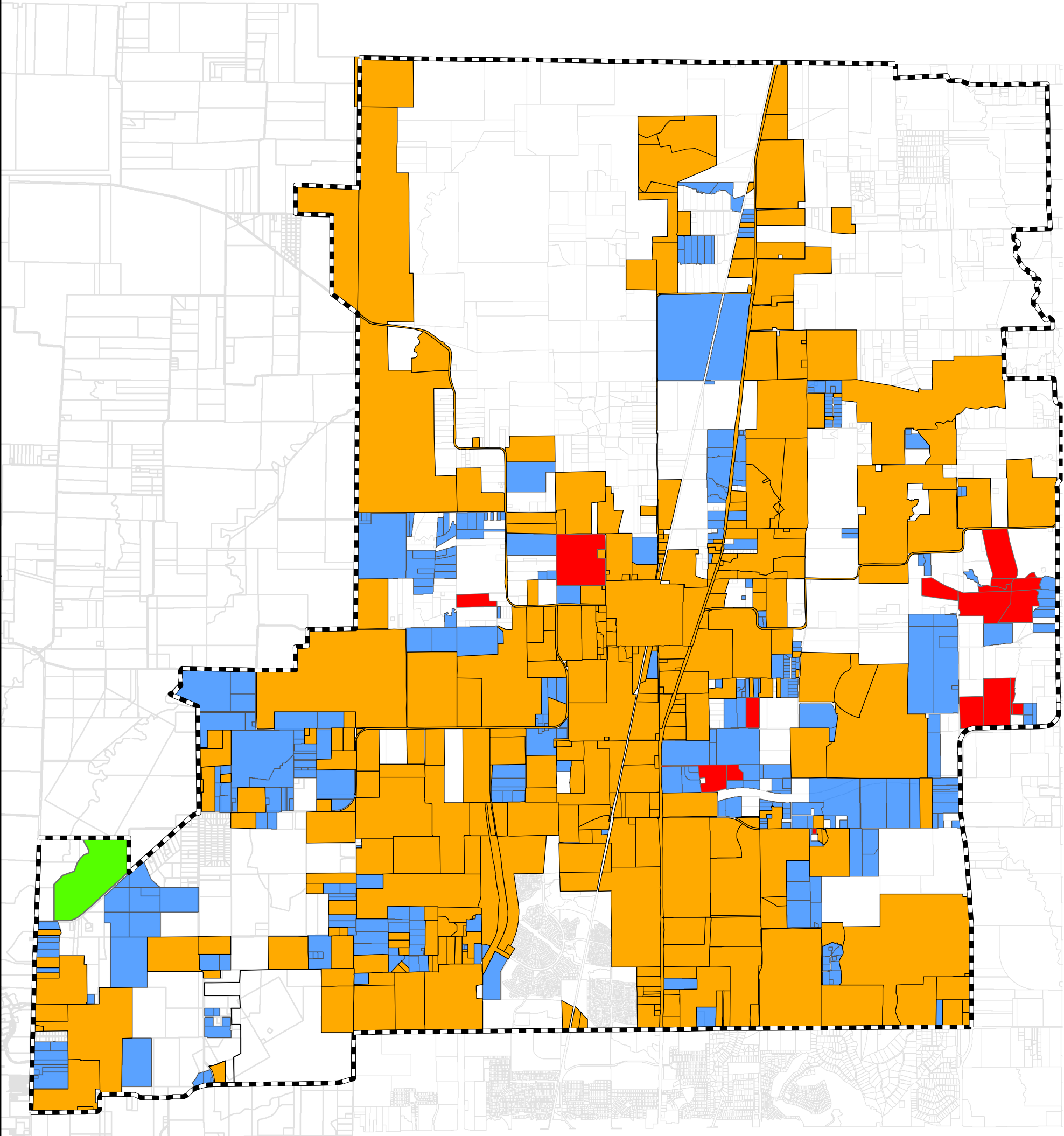
February 9, 2021 - Third Public Hearing and annexation ordinance adoption.

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:

NA



Attachment: Location Map (20-04 Annexation First Public Hearing)

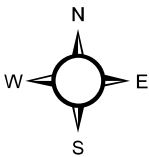


Potential Annexations City of Celina

Date: 5/21/2020

Legend

- Ultimate Boundary
- Potential Properties
- DA



0 5,000 10,000 Feet

Annexation 20-04

City Council

July 14, 2020

Annexation Map

Legend

-  Ultimate Boundary
-  Potential Properties
-  Petition

Annexation Timeline

- ~~June 9, 2020 – Annexation Resolution~~
- July 14, 2020 – 1st Public Hearing
- December 2020 – Petition Verification
- January 12, 2021 – 2nd Public Hearing
- February 9, 2021 – 3rd Public Hearing and Annexation Ordinance adoption

Recommendation

- Staff recommends approval



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Founder's Square Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon a development agreement on approximately 79 acres of land, generally located at the southeast corner of future Glendenning Parkway and Smiley Road, within the Extraterritorial Jurisdiction (ETJ). (Founder's Square Development Agreement) (McAfee)

Owner:

Pignataro International, Ltd
419 US Highway 80 East
Mesquite, TX 75150

Applicant:

Pacheco Koch
118 N. Ohio
Celina, TX 75009

Background Information:

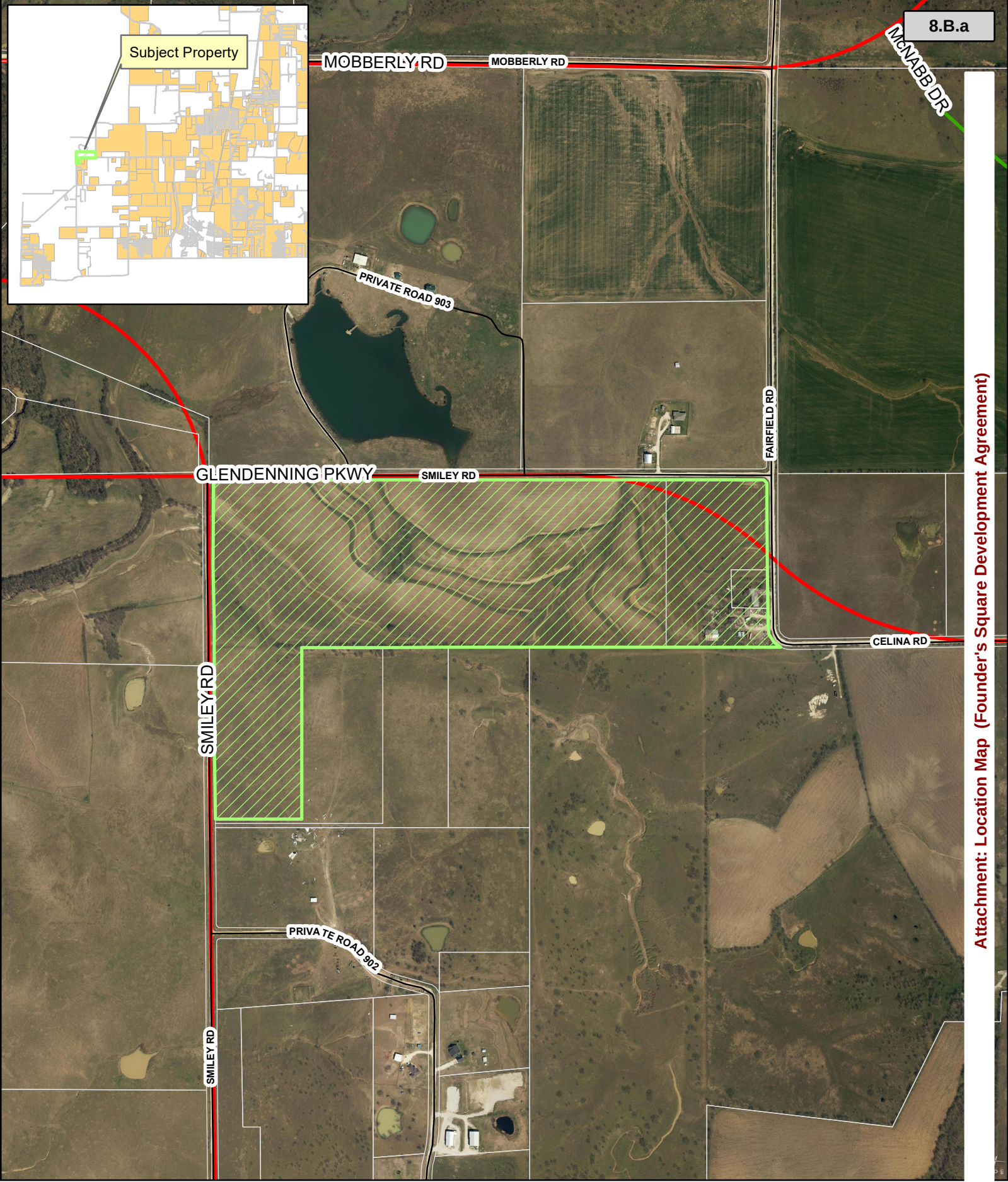
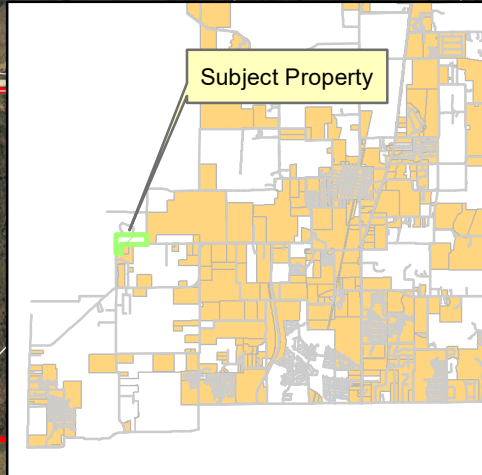
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Proposed Development Agreement
- Concept Plan
- Staff Presentation

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Founder's Square Development Agreement)

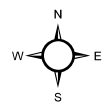


Location Map Founders Square

Date: 6/15/2020

Legend

- Roads
-  FounderSquare
-  Parcels



DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

WHEREAS, the Developer owns 78.24± acres of land located in the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in Exhibit A and as depicted in Exhibit B (the "Property"); and

WHEREAS, the Developer intends to develop the Property as permitted in the Mixed Use (MU) zoning district contained in the City's Zoning Ordinance (the "Mixed Use"); and

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

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

WHEREAS, the Parties intend that the Property will be zoned as planned development that uses the Mixed Use as the base zoning for the Property, or straight Mixed Use zoning; and

WHEREAS, the Developer and the City acknowledge that this Agreement is binding upon the City and the Developer and their respective successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of the county in which the Property is located; and

WHEREAS, the Developer agrees to develop the Property as envisioned by the Parties, including dedication of onsite and perimeter easements and dedication of right-of-way as required by the City Regulations or upon request of the City; and

WHEREAS, the City supports the development and will consider plats of all or a portion of the Property in general accordance with all applicable City Regulations and this Agreement; and

WHEREAS, the City holds the certificates of convenience and necessity to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

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

WHEREAS, the Property is within the City's extraterritorial jurisdiction (the "ETJ"), the Parties have the authority to enter into this Agreement pursuant to Section 43.016 and Section 212.171 *et seq* of the Texas Local Government Code and other applicable law.

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

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

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

Assignee is defined in Section 9.1.

City Council means the city council of the City.

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

Effective Date is defined in the introductory paragraph.

End-Buyer is defined in Section 8.1.

ETJ is defined in the Recitals.

Developer is defined in the introductory paragraph.

Mixed Use is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Property means the real property described on Exhibit A and depicted on Exhibit B.

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

ARTICLE II **DEVELOPMENT REGULATIONS**

2.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations and uniform engineering design standards, as amended.

(b) Building permits and certificates of occupancy shall be required for improvements on the Property using the procedures and standards contained in the City Regulations. Permits will not be used for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for withholding permits under this section.

(c) With the Property being historically, culturally, and architecturally significant, all building elevations shall conform to the provisions set forth in the City's approved architectural standards, as they exist or as may be amended in the future.

(d) All Public Infrastructure shall be dedicated to the City, and upon acceptance by the City of the water and wastewater improvements, the City shall be the retail provider of such services.

2.2 Approval of Plats/Plans/Replat. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations. The Developer may submit a replat for all or any portion of the Property.

2.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date.

2.4 Building Codes, Fire Codes and Building Materials. *Developer has requested and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

2.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control unless otherwise stated herein.

ARTICLE III **DEVELOPMENT PROCESS AND CHARGES**

3.1 Development, Review and Inspection Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting, impact fees, permit fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

3.2 ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way area for roads, as reflected on the Master Thoroughfare Plan, generally being approximately one-half of the total right-of-way for Smiley Road and Fairfield Road and the full width of the ROW for Glendenning Parkway.

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

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

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

THIS SECTION 3.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

3.4 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY

PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR
- (c) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 3.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IV

TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE V

ANNEXATION AND POST-ANNEXATION MATTERS

5.1 **Annexation.** Within ten (10) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the Property, or portion thereof, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres not owned by Developer (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Developer, and Developer shall review and approve, this annexation service plan, which shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Developer. Developer acknowledges and agrees that this Section 5.1 was a material inducement for the City to enter into this Agreement with Developer.

5.2 **Zoning of Property.** While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 5.1 of this Agreement, the Parties agree that the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

6.1 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and

thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

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

ARTICLE VII ASSIGNMENT AND ENCUMBRANCE

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

7.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article III, without the Developer's prior written consent, which consent shall not be unreasonably withheld.

7.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Section 8.1 below) of a lot within the Property, any person or entity upon becoming a Developer of land or upon obtaining an ownership interest in any part of the Property shall be

deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

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

7.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 15 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE VIII RECORDATION AND ESTOPPEL CERTIFICATES

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

8.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE IX ADDITIONAL PROVISIONS

9.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

9.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
Email: jlaumer@celina-tx.gov

With a copy to:

Attn: Julie Fort
Messer, Fort & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Email: julie@txmunicipallaw.com

With a copy to:

Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton TX 76201
Email: lvanzant@hbvwlaw.com

To the Developer:

Attn: James H. Moore, President
JHM Properties, Inc.
5603 Stone Cliff Court
Dallas, Texas 75287-7535
Email: jim@jhmpcorp.com

With a copy to:

Attn: Louie Tiseo, President

Tiseo Paving
 419 US Highway 80E
 Mesquite, Texas 75150-5826
 Email: ltiseo@TiseoPaving.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

9.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

9.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

9.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

9.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

9.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

9.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall

have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property

9.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

9.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

9.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

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

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2020 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

OWNER/REPRESENTATIVE: JHM Properties, Inc.

By: James H. Moore

Name: James H. Moore

Title: President of JHM Properties, Inc.

Date: 7/6/2020

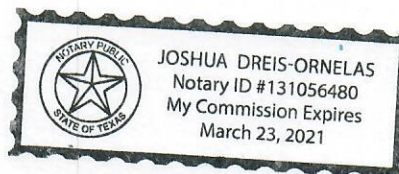
THE STATE OF TEXAS

§
§
§

COUNTY OF Collin

This instrument was acknowledged before me on July 6, 2020, by Joshua Dreis-Ornelas, James H. Moore, owner of said Property.

[Signature]
Notary Public in and for the State of TEXAS



Attachment: Proposed Development Agreement (Founder's Square Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain 78.24 acre tract or parcel of land situated in the R. Cowen Survey, Abstract Number 211, County of Denton, State of Texas, said tract being the remaining part of a tract as described in deed to Donnie Jay Tamplen and Linda Diane Stone, filed 25 September 1996, and recorded in clerk's document number 96-067653 and 96-067654 of the Real Property Records of said Denton County, and said tract being all of a called 12.360 acre tract as described in deed to Jack W. Tamplen, filed 31 July 1981, and recorded in volume 1092 page 392 of the Deed Records of said Denton County, said tract also encompassing a called 1.012 acre tract as described in deed to Linda Diane Stone, filed 30 November 2000, and recorded in volume 4726 page 173 of said real property records, and being more particularly described as follows:

BEGINNING for the northeast corner of the tract being described herein at a found iron rod at the intersection of the Smiley Road and Fairfield Road, said rod being the northeast corner of said 12.360 acre tract, same being the southeast corner of a called 30.00 acre tract of land as described in a deed to Dudley S. Raymond et ux, Bridget K. Raymond, filed 09 August 2004, and recorded in clerk's document number 2004-104932 of the official public records of said Denton County, and said rod being at the southwest corner of a called 744.7097 acre tract as described in a deed to First Leo Land Company LLC, filed 22 March 2016 and recorded in clerk's document number 2016-31284 of said official public records, same being the northwest corner of a called 20.37 acre tract of land as described in a deed to Rejesh G. Arakal and Usha Shanthinin Mani, filed 10 December 2012 and recorded in clerk's document number 2012-139672 of said official public records, said rod also being on the north line of said Cowen Survey, and the southeast corner of the M.E.P. & P. R.R. Co. Survey, Abstract Number 926, same being the southwest corner of the E. Lunn Survey, Abstract Number 783;

THENCE: South 00 degrees 42 minutes 40 seconds East, with the east line of said 12.360 acre tract and the west line of said Arakal tract and with said Fairfield Road, and passing at 936.53 feet a found nail with cap stamped 5312 being the southwest corner of said Arakal tract, same being the most northerly northwest corner of a called 233.566 acre tract as described in deed to Robert J. Andres and Janis Lyn Andres, Co-Trustees of the Andres Family Trust, filed 26 July 2013, and recorded in county clerks number 2013-92646 of said official public records, and continuing on said course with the west line of said Andres tract, a total distance of 955.93 feet to a set 1/2 inch rebar for the southeast corner of said 12.360 acre tract, same being an ell corner of said Andres tract;

THENCE: South 89 degrees 32 minutes 37 seconds West, with the south line of said 12.360 acre tract and the north line of said Andres tract, a distance of 1351.64 feet to a found 1/2 inch iron rod being the northwest corner of said Andres tract, said rod being the northeast corner of Tract One a called 10.587 acre tract of land as described in a deed to Sangani Properties, Ltd., filed 18 August 2004 and recorded in county clerks number 2004-110047 of said official public records;

THENCE: South 89 degrees 29 minutes 18 seconds West, with the north line of said Sangani tract, and passing at 447.50 feet a set 1/2 inch rebar by a pipe fence corner post being the northwest corner of said Sangani tract, same being the northeast corner of Tract One, a called 10.1203 acre tract of land as described in a deed to Julia Levit, filed 27 September 2010 and recorded in county clerks number 2010-95523 of said official public records and continuing on said course with the north line of said Levit Tract One, and passing at 884.88 feet a found 1/2 inch iron rod being the northwest corner of said Levit Tract One, same being the northeast corner of Tract Two, a called 9.7184 acre tract of land as described in of said Levit deed, and continuing on said course with the north line of said Levit Tract Two, a total distance of 1322.64 feet to a set 1/2 inch iron rod for an inner ell corner of this tract, same being the most northerly northwest corner of said Levit Tract Two;

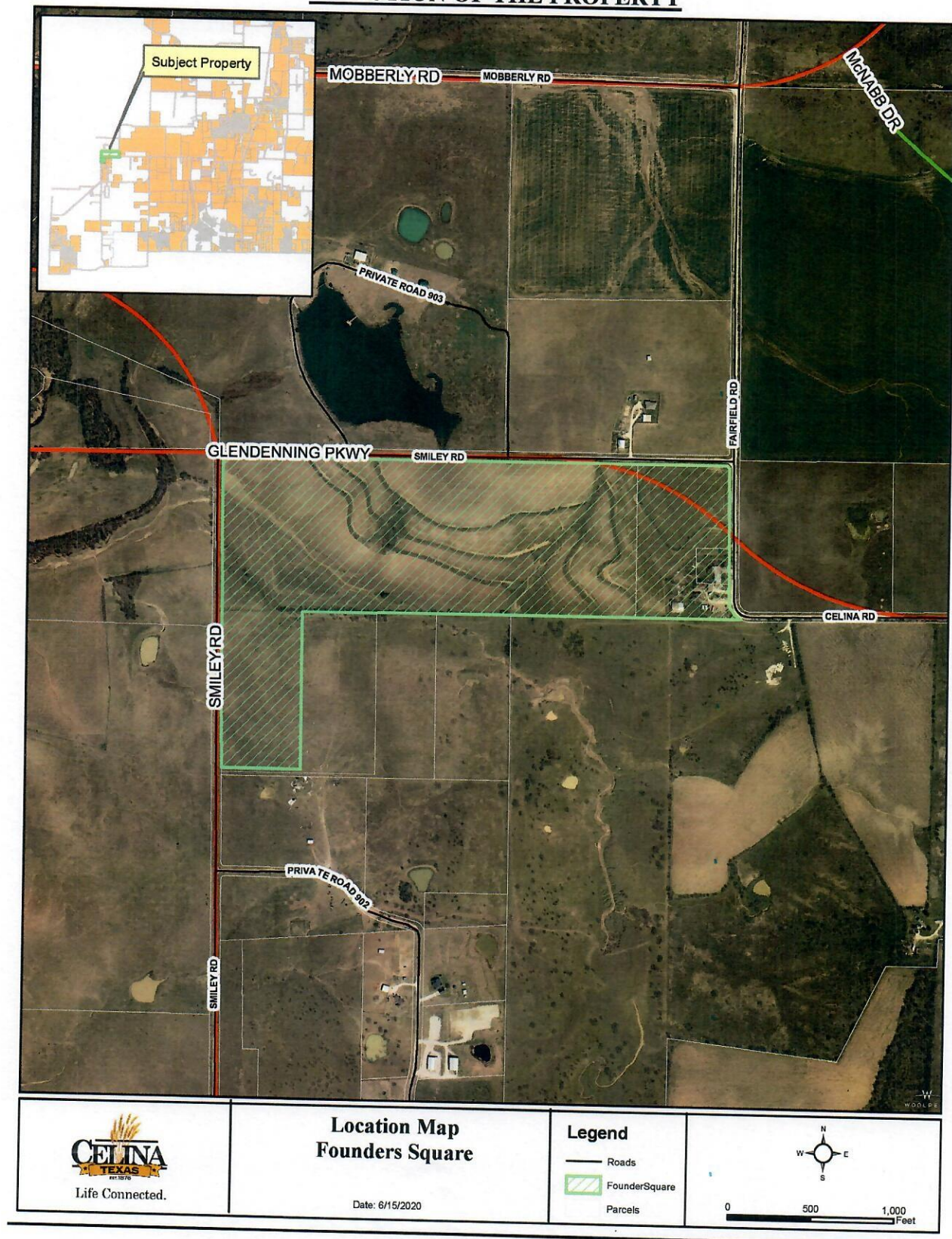
THENCE: South 00 degrees 19 minutes 22 seconds East, with the west line of said Levit Tract Two, a distance of 926.72 feet to a set 1/2 inch rebar for the most southerly southeast corner of this tract, same being an ell corner of said Levit Tract Two;

THENCE: South 89 degrees 29 minutes 28 seconds West, with the north line of said Levit Tract Two, and passing at 408.09 feet a set 1/2 inch rebar on the east side of said Smiley Road, and continuing on said course, a total distance of 438.09 feet to set 1/2 inch rebar in said road for the southwest corner of this tract, same being the most westerly northwest corner of said Levit Tract Two, and said rebar being on the east line of a called 333.47 acre tract of land as described in a deed to Shiney Hiney Partners II, filed 27 January 1993 and recorded in volume 3435 page 483 of the Real Property Records of said Denton County;

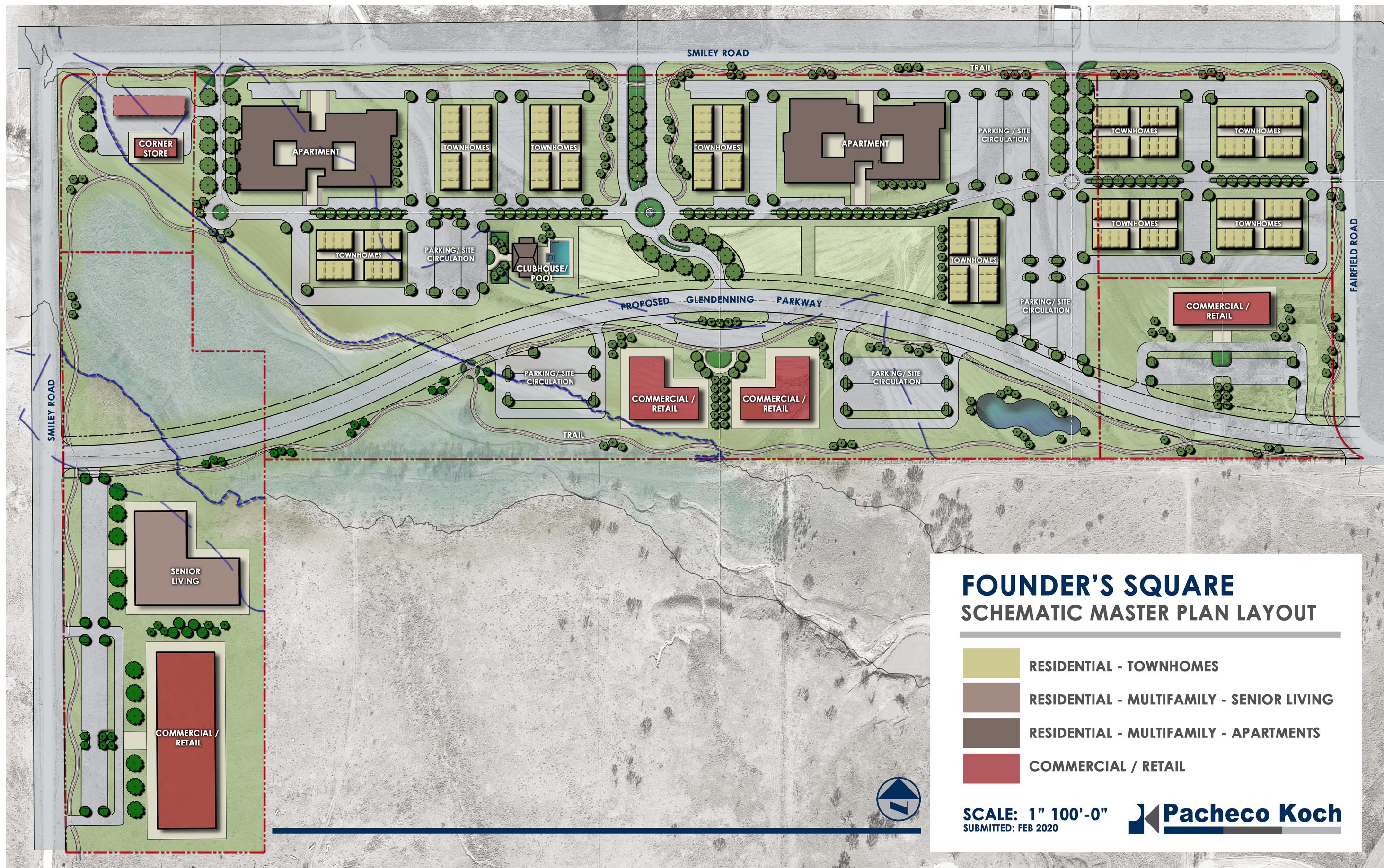
THENCE: North 00 degrees 17 minutes 20 seconds West, with the east line of said Shiney tract and with said Smiley Road, a distance of 1903.33 feet to a set 1/2 inch rebar for the northwest corner of this tract, said rebar being in the north line of said Cowen Survey, and said rebar being on the east line of a called 10.0407 acre tract as described in a deed to David Keith Bennett, filed 17 June 2014 and recorded in clerk's document number 2014-57137 of the official public records, said rebar also being South 00 degrees 17 minutes 20 seconds East, a distance of 10 feet from a found iron rod with a plastic cap;

THENCE: North 89 degrees 53 minutes 39 seconds East, with the north line of said Cowen Survey and with said Smiley Road, and passing at 1720.70 feet a found 1 1/2 inch steel square tubing being the southwest corner of said Raymond tract, and continuing on said course with the south line of said Raymond tract, a total distance of 3104.77 feet to the POINT OF BEGINNING and containing 78.24 acres of land.

EXHIBIT B **DEPICTION OF THE PROPERTY**



Attachment: Proposed Development Agreement (Founder's Square Development Agreement)



FOUNDER'S SQUARE SCHEMATIC MASTER PLAN LAYOUT

- RESIDENTIAL - TOWNHOMES
- RESIDENTIAL - MULTIFAMILY - SENIOR LIVING
- RESIDENTIAL - MULTIFAMILY - APARTMENTS
- COMMERCIAL / RETAIL

SCALE: 1" 100'-0"
SUBMITTED: FEB 2020

Pacheco Koch

Founder's Square

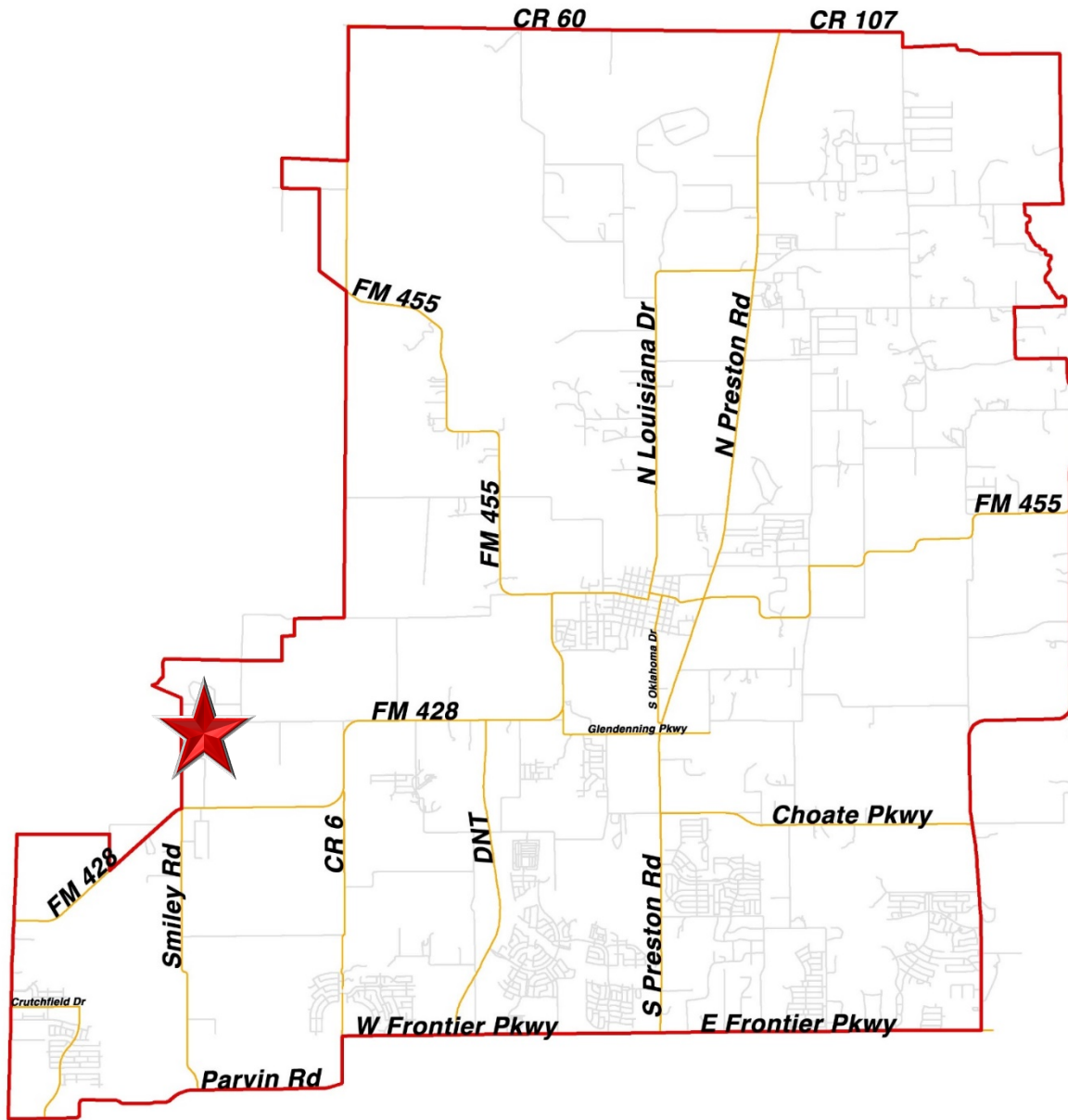
Development Agreement

City Council

July 14, 2020

Attachment: Staff Presentation (Founder's Square Development Agreement)





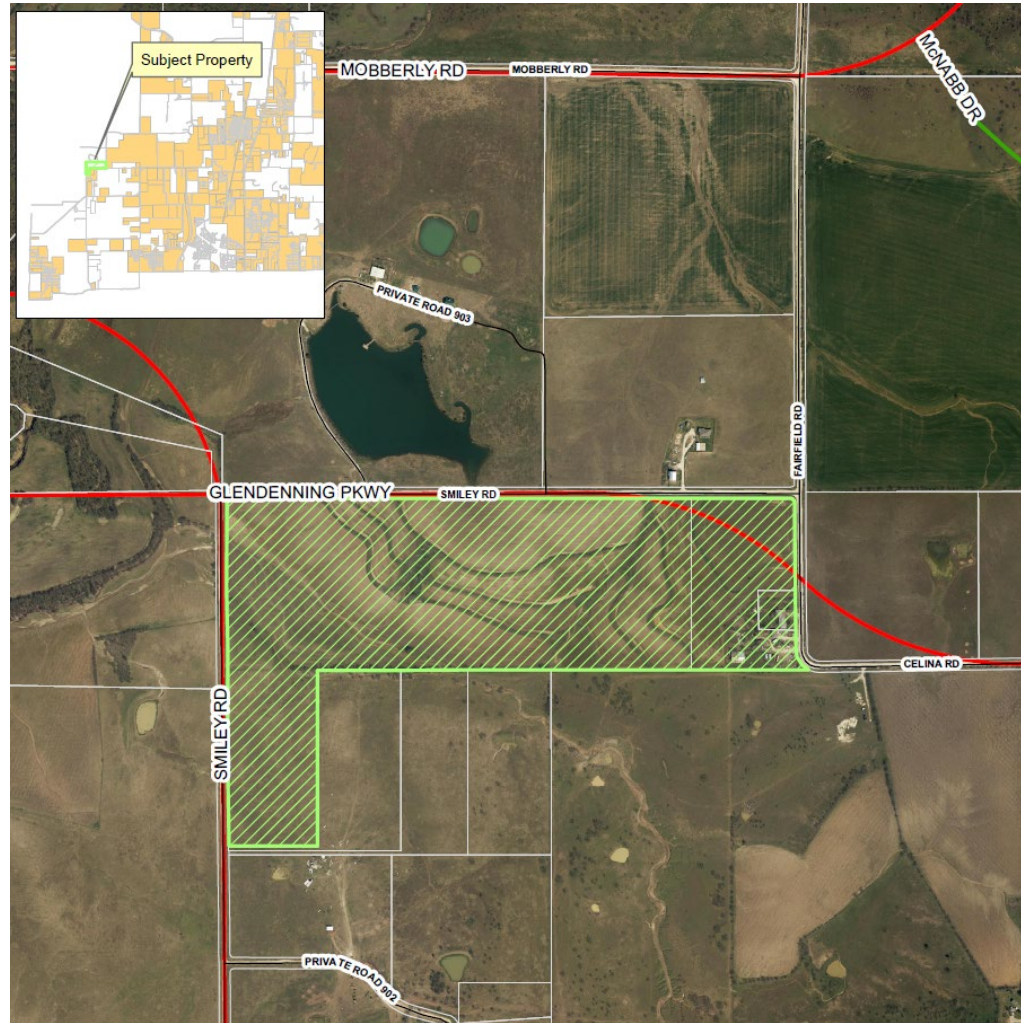
Attachment: Staff Presentation (Founder's Square Development Agreement)



Location Map

The subject property is located at the southeast corner of future Glendenning Parkway and Smiley Road

Attachment: Staff Presentation (Founder's Square Development Agreement)



Background

- The subject property is approximately 79 acres, located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City

Overview

- The Development Agreement proposes immediate annexation and zoning for the 79 acres, which is currently undeveloped land
- The development agreement also requires right-of-way dedication from the property owner either at time of development, or when the City requests for the ROW
- Mixed-Use (MU) base zoning is proposed for this Development Agreement

Policy Considerations

- The DA brings an additional 79 acres into the City Limits with base zoning
- The subject property is a prominent corner of two future six lane roads
- The proposed land use is appropriate for the location
- ROW clauses are favorable to the City's transportation plan

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its June 16th regular meeting
- Staff recommends approval of the DA as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Dickerson Tract - Expedited Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 58 acres within the Extraterritorial Jurisdiction, generally located east of Dallas Parkway and approximately 2,000 feet south of Glendenning Parkway. (Dickerson Tract Annexation) (Mohan)

Applicant:

Provident Realty
10210 N. Central Expressway, Suite 300
Dallas, TX 75231

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance
- Staff Presentation

Staff Recommendation:

Staff recommends approval as presented.

Subject Property

GLENDENNING PKWY

FM 428

S DALLAS PKWY

CELINA PKWY

DALLAS

S DALLAS PKWY

CELINA PKWY

JOSEPH ST

DRAPER ST

BUCKLEY

WAYNE LN

ANVIL CT

SAYHOPE WAY

DEAN CT

ALAN DR

PECOS DR

COUNTY ROAD 52

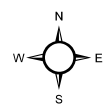


Location Map Dickerson Tract

Date: 6/1/2020

Legend

- Roads
- Dickerson Tract
- Parcels



0

Packet Pg. 628

Attachment: Location Map (Dickerson Tract Annexation)

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
DICKERSON TRACT C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 58 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED EAST OF DALLAS PARKWAY AND APPROXIMATELY 2,000 FEET SOUTH OF GLENDENNING PARKWAY AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of July, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 3rd day of July, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

Attachment: Draft Ordinance (Dickerson Tract Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of July, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Dickerson Tract Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

BEING a portion of that tract of land situated in the I.C. Williams Survey, Abstract Number 943, Collin County, Texas and being all of those tracts of land described by deeds to Lewis D. Dickerson, recorded in Instrument Number 19930312000182730 (herein after referred to as Tract 1, Lewis D. Dickerson, recorded in Instrument Number 20090226000220600(herein after referred to as Tract 2) and Blake Dickerson recorded in Instrument Number 20010219000170340 (herein after referred to as Tract 3) all of County Records, Collin County, Texas, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 3, being the northeast corner of that tract of land described by deed to Walter K. and Deborah W. Plagee recorded in Instrument Number 19940309000234050 of said county records and being in County Road 52, (a paved traveled roadway of undetermined width), no record found;

THENCE N 89° 38' 54" W, 1,841.95 feet to the southwest corner of said Tract 3 and the east right-of-way line of the North Dallas Tollway (a variable with right-of-way);

THENCE along said east right-of-way line the following bearings and distances to the beginning of a curve to the right:

With said curve to the right, having an arc distance of having an arc distance of 273.47 feet, through a central angle of 02° 49' 24", having a radius of 5,549.58 feet, the long chord which bears N 02° 16' 47" E, 273.44 feet to the beginning of a curve to the right;

N 03° 41' 37" E, 419.54 feet;

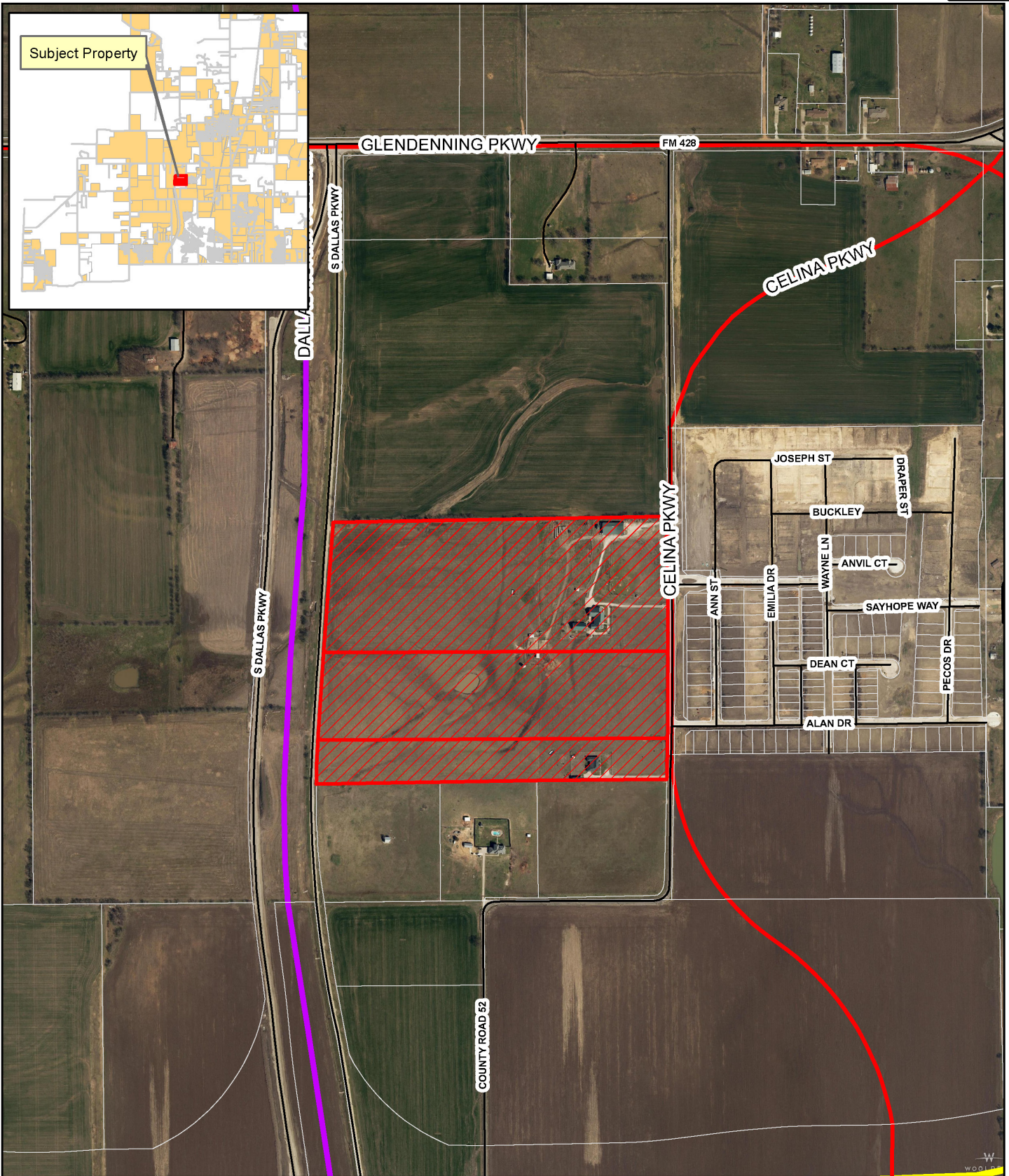
N 03° 42' 00" E, 684.59 feet to the northwest corner of said Tract 1;

N 89° 52' 13" E, 1,779.08 feet, departing said east right-of-way line to the northeast corner of said Tract 1 and being in County Road 52;

THENCE S 00° 47' 33" W, 1,390.52 feet along said County Road 52 to the point of beginning and containing 2,507,647 square feet or 57.568 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."

Attachment: Draft Ordinance (Dickerson Tract Annexation)



Attachment: Draft Ordinance (Dickerson Tract Annexation)



Location Map Dickerson Tract

Date: 6/1/2020

Legend

- Roads
- Dickerson Tract
- Parcels



0 487.5 975 Feet

Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

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

N) AMENDMENTS

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

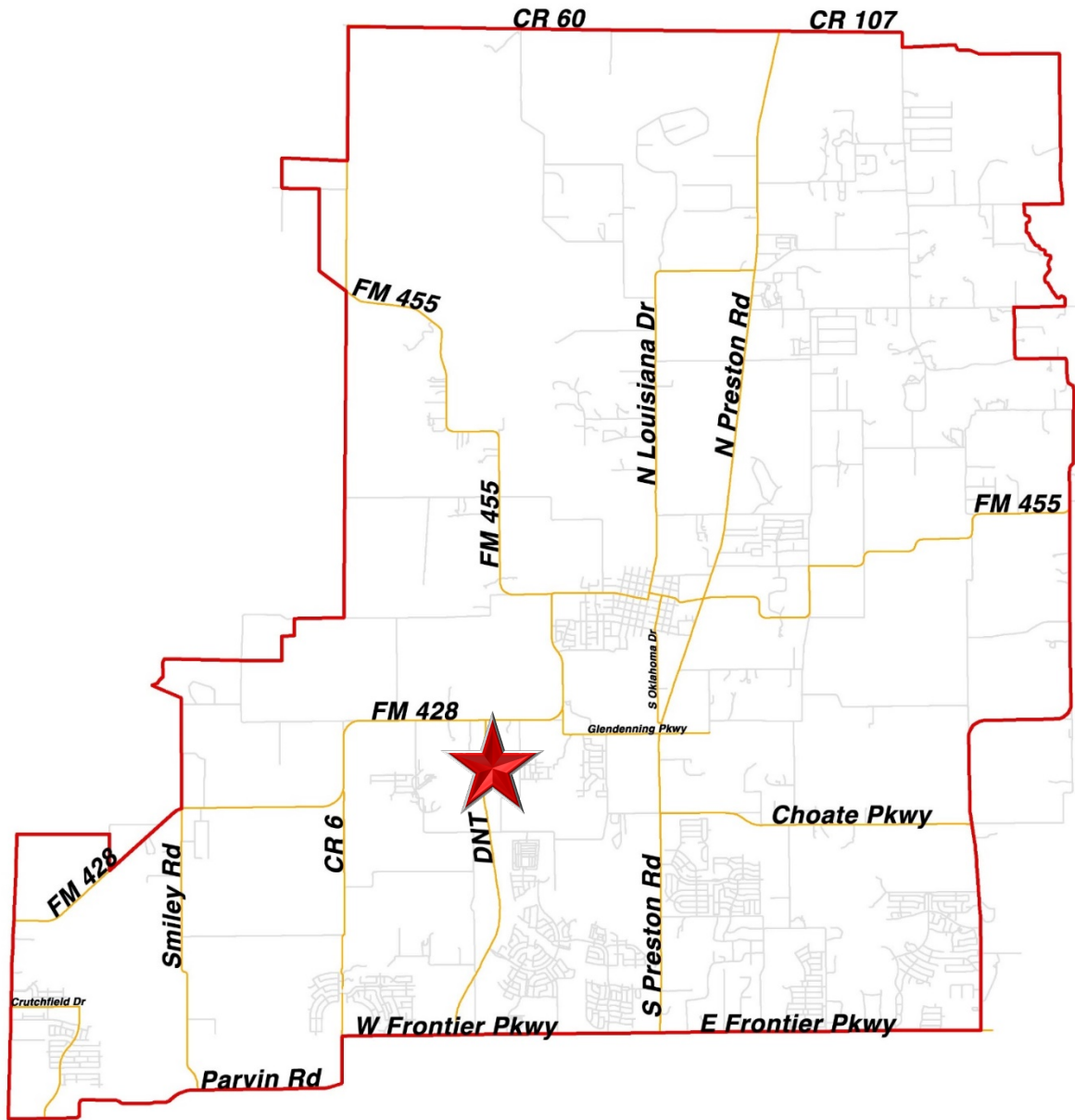
Dickerson Tract

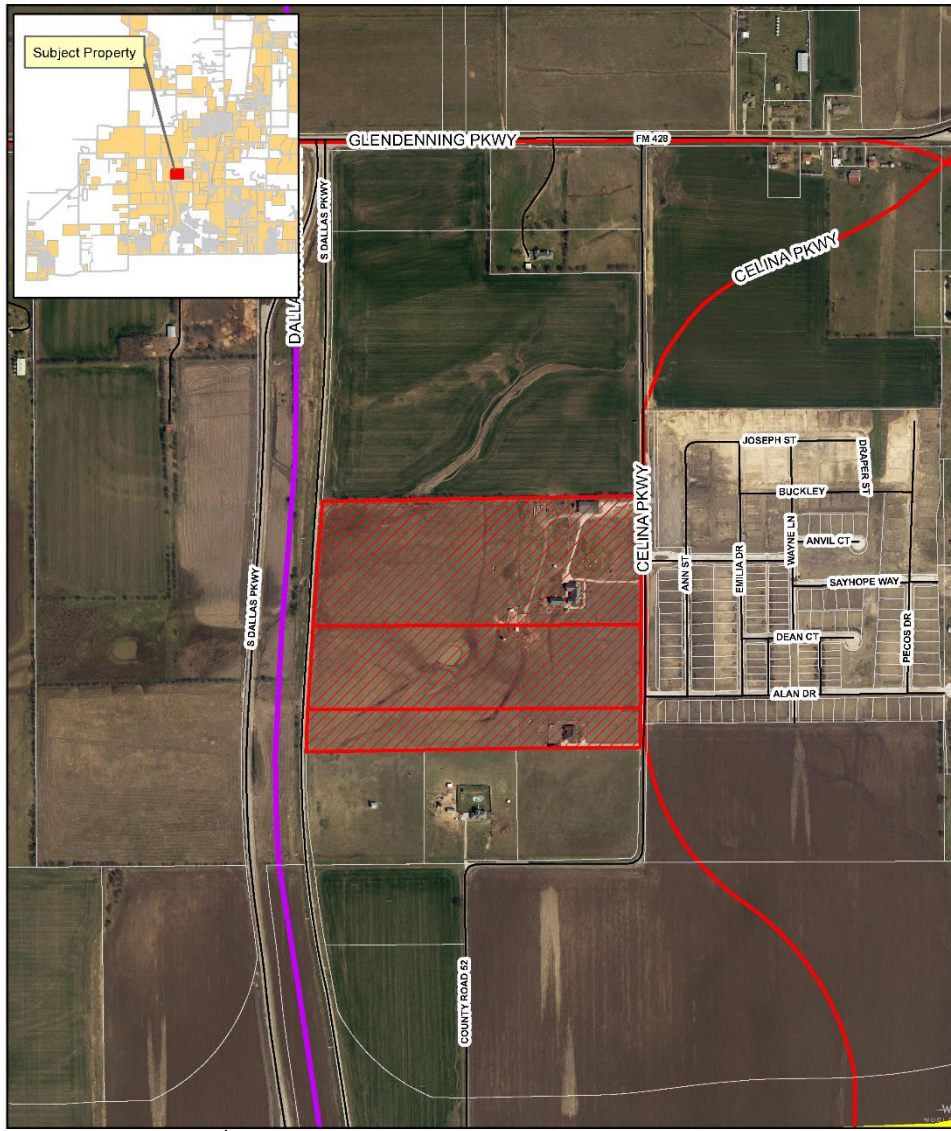
Annexation & Planned Development

City Council

July 14, 2020

Attachment: Staff Presentation (Dickerson Tract Annexation)





Location Map

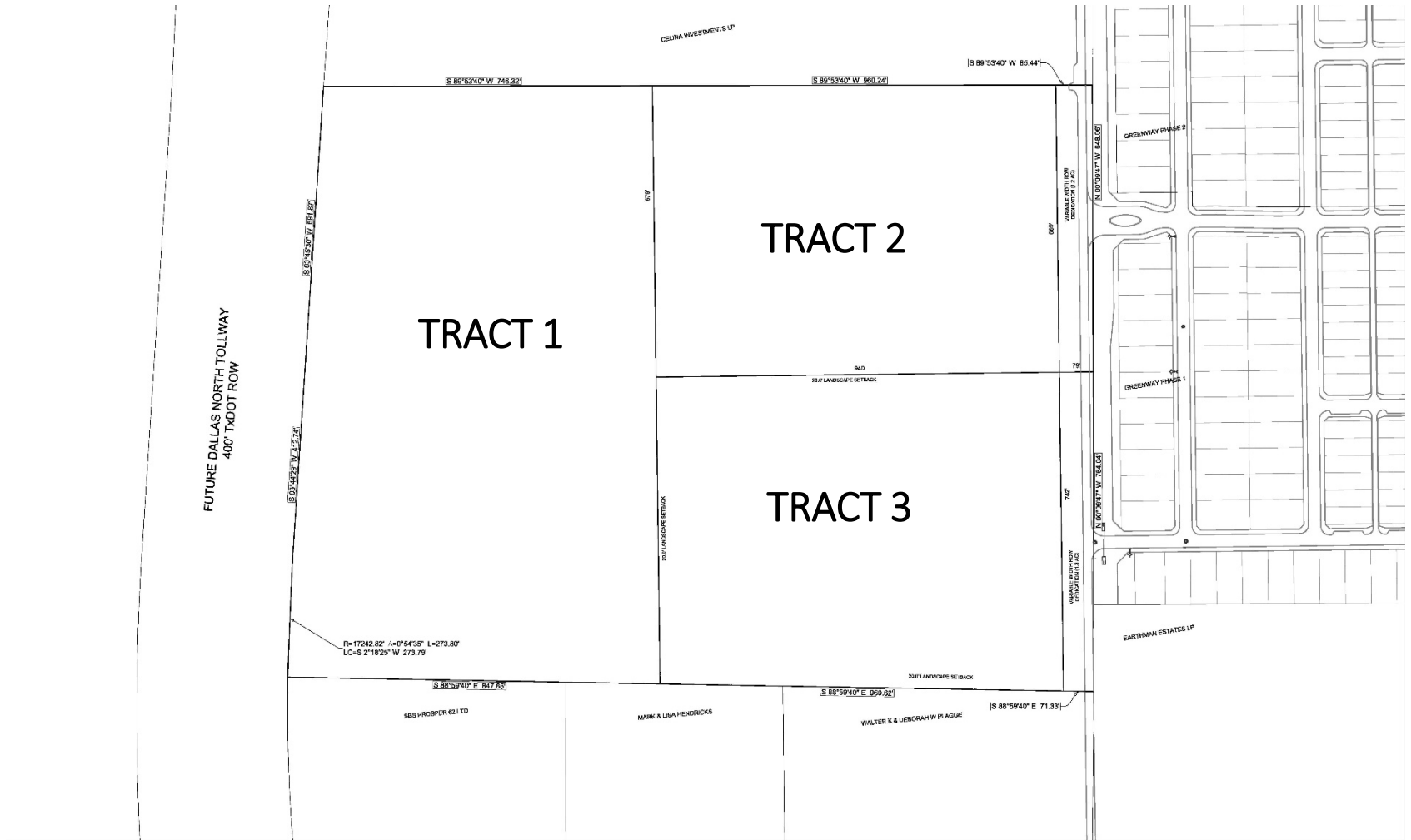
The subject property is generally located southeast of Dallas North Tollway and FM 428 (future Glendenning Parkway)

Attachment: Staff Presentation (Dickerson Tract Annexation)

Background

- The property is approximately 58 acres within the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to divide the property into three tracts and annex/zone:
 - Tract 1: Base zoning of DNT0
 - Tract 2: Base zoning of DNT0 with addition of SF-A (Townhomes) through SUP
 - Tract 3: Base zoning of DNT0 with cottage style multi-family

Land Plan

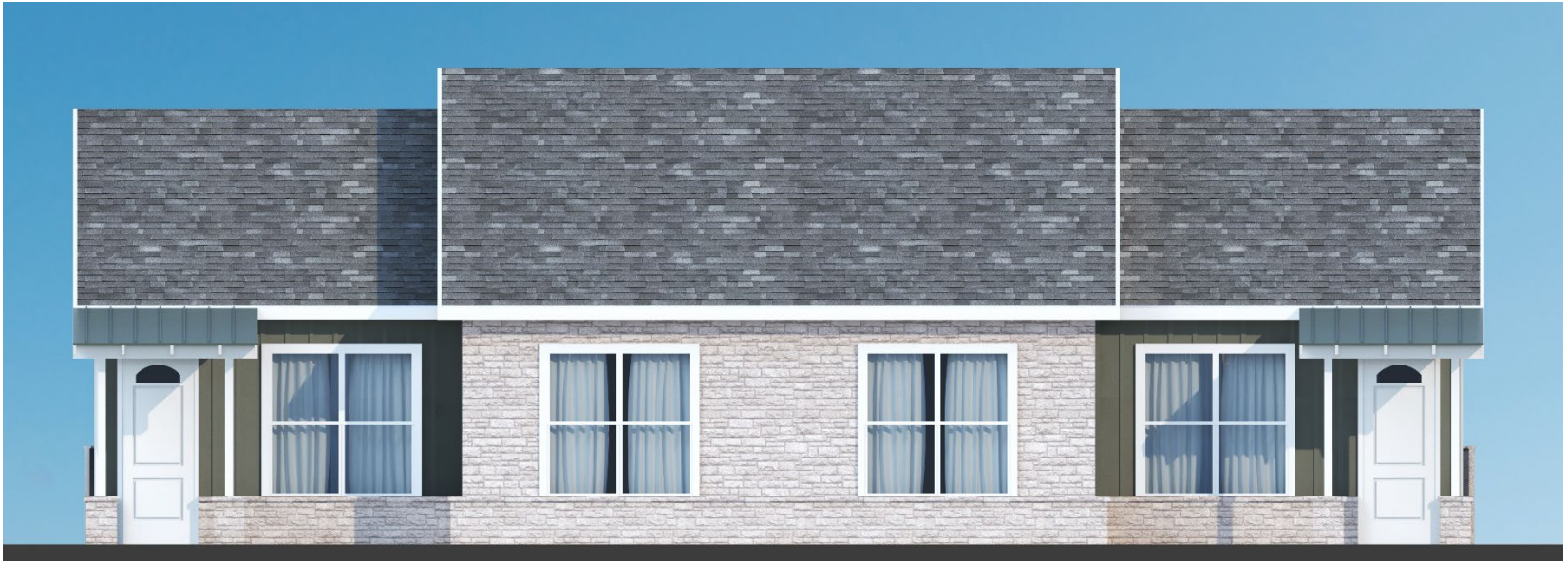


Attachment: Staff Presentation (Dickerson Tract Annexation)



Project Overview (Tract 3)

- Approximately 183 cottage-style (1 and 2 story) products
- Standard amenity package per the base zoning
- Landscape buffers and screening on perimeters
- 10' sidewalk along roads (CR 52 and DNT)
- Cottage-style architecture



Policy Considerations

- The development is voluntarily annexing and largely adheres to base zoning
- The property is on DNT, a major regional corridor
- The property is surrounded by City Limits
- The Planned Development will be considered by City Council concurrently with the associated annexation in July
- Staff does not object to the PD request

Attachment: Staff Presentation (Dickerson Tract Annexation)

P&Z Public Hearing

- One resident commented on the high density of the cottage-style development, but did not express opposition.

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its June 16th regular meeting
- Staff recommends approval of both the Annexation and Zoning as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Dickerson Tract Planned Development

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 58 acres to Planned Development (PD) with Dallas North Tollway Overlay District (DNTD) base zoning, generally located east of Dallas Parkway and approximately 2,000 feet south of Glendenning Parkway. (Dickerson Tract Planned Development) (Mohan)

Applicant:

Provident Realty
10210 N. Central Expressway, Suite 300
Dallas, TX 75231

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

Subject Property

GLENDENNING PKWY

FM 428

S DALLAS PKWY

CELINA PKWY

DALLAS

S DALLAS PKWY

CELINA PKWY

JOSEPH ST

DRAPER ST

BUCKLEY

WAYNE LN

ANVIL CT

SAYHOPE WAY

DEAN CT

ALAN DR

PECOS DR

COUNTY ROAD 52

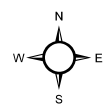


Location Map Dickerson Tract

Date: 6/1/2020

Legend

- Roads
- Dickerson Tract
- Parcels



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Packet Pg. 651

Attachment: Location Map (Dickerson Tract Planned Development)

CITY OF CELINA, TEXAS

ORDINANCE 2020-_____
DICKERSON TRACT

PLANNED DEVELOPMENT #111

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 58 ACRES OF LAND OF LAND LOCATED IN THE I.C. WILLIAMS SURVEY, ABSTRACT NO. 943, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF DALLAS PARKWAY AND APPROXIMATELY 2,000 FEET SOUTH OF GLENDENNING PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 111; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Building Elevations set forth in Exhibit "B" and the Development Regulations set forth in Exhibit "C", attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 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 Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 111 and is subject to the following PD regulations, which exhibit are incorporated as if fully set forth herein:

- Exhibit B: Building Elevations
- Exhibit C: Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein as PD No. 111, and incorporates the Building Elevations attached hereto as Exhibit "B" and the Development Regulations attached hereto as Exhibit "C."

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

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 14th day of July, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Dickerson Tract Planned Development)

Exhibit A Legal Description

BEING a portion of that tract of land situated in the I.C. Williams Survey, Abstract Number 943, Collin County, Texas and being all of those tracts of land described by deeds to Lewis D. Dickerson, recorded in Instrument Number 19930312000182730 (herein after referred to as Tract 1, Lewis D. Dickerson, recorded in Instrument Number 20090226000220600(herein after referred to as Tract 2) and Blake Dickerson recorded in Instrument Number 20010219000170340 (herein after referred to as Tract 3) all of County Records, Collin County, Texas, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 3, being the northeast corner of that tract of land described by deed to Walter K. and Deborah W. Plagee recorded in Instrument Number 19940309000234050 of said county records and being in County Road 52, (a paved traveled roadway of undetermined width), no record found;

THENCE N 89° 38' 54" W, 1,841.95 feet to the southwest corner of said Tract 3 and the east right-of-way line of the North Dallas Tollway (a variable with right-of-way);

THENCE along said east right-of-way line the following bearings and distances to the beginning of a curve to the right:

With said curve to the right, having an arc distance of having an arc distance of 273.47 feet, through a central angle of 02° 49' 24", having a radius of 5,549.58 feet, the long chord which bears N 02° 16' 47" E, 273.44 feet to the beginning of a curve to the right;

N 03° 41' 37" E, 419.54 feet;

N 03° 42' 00" E, 684.59 feet to the northwest corner of said Tract 1;

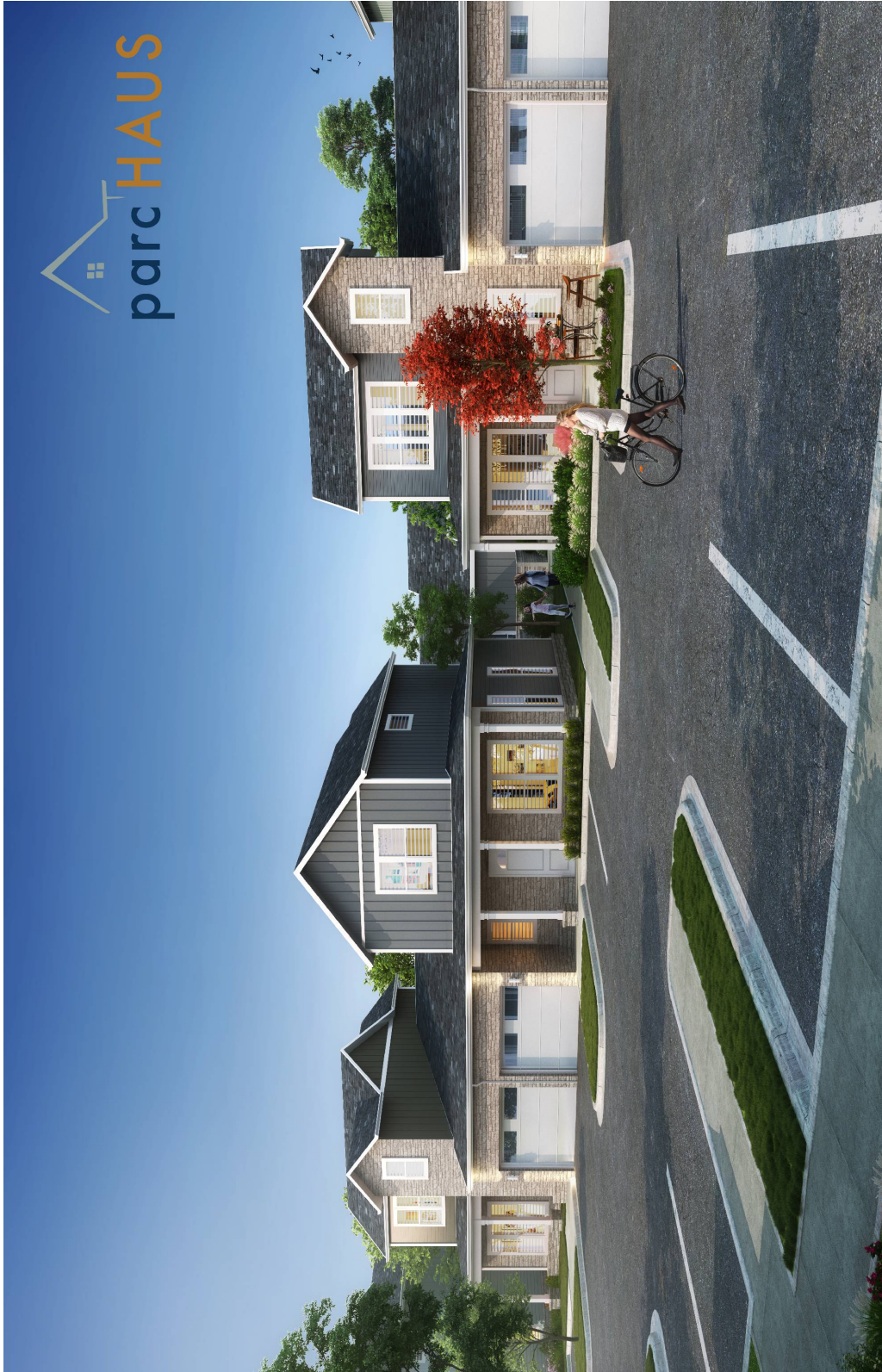
N 89° 52' 13" E, 1,779.08 feet, departing said east right-of-way line to the northeast corner of said Tract 1 and being in County Road 52;

THENCE S 00° 47' 33" W, 1,390.52 feet along said County Road 52 to the point of beginning and containing 2,507,647 square feet or 57.568 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."

Attachment: Draft Ordinance (Dickerson Tract Planned Development)

**Exhibit B
Building Elevations**

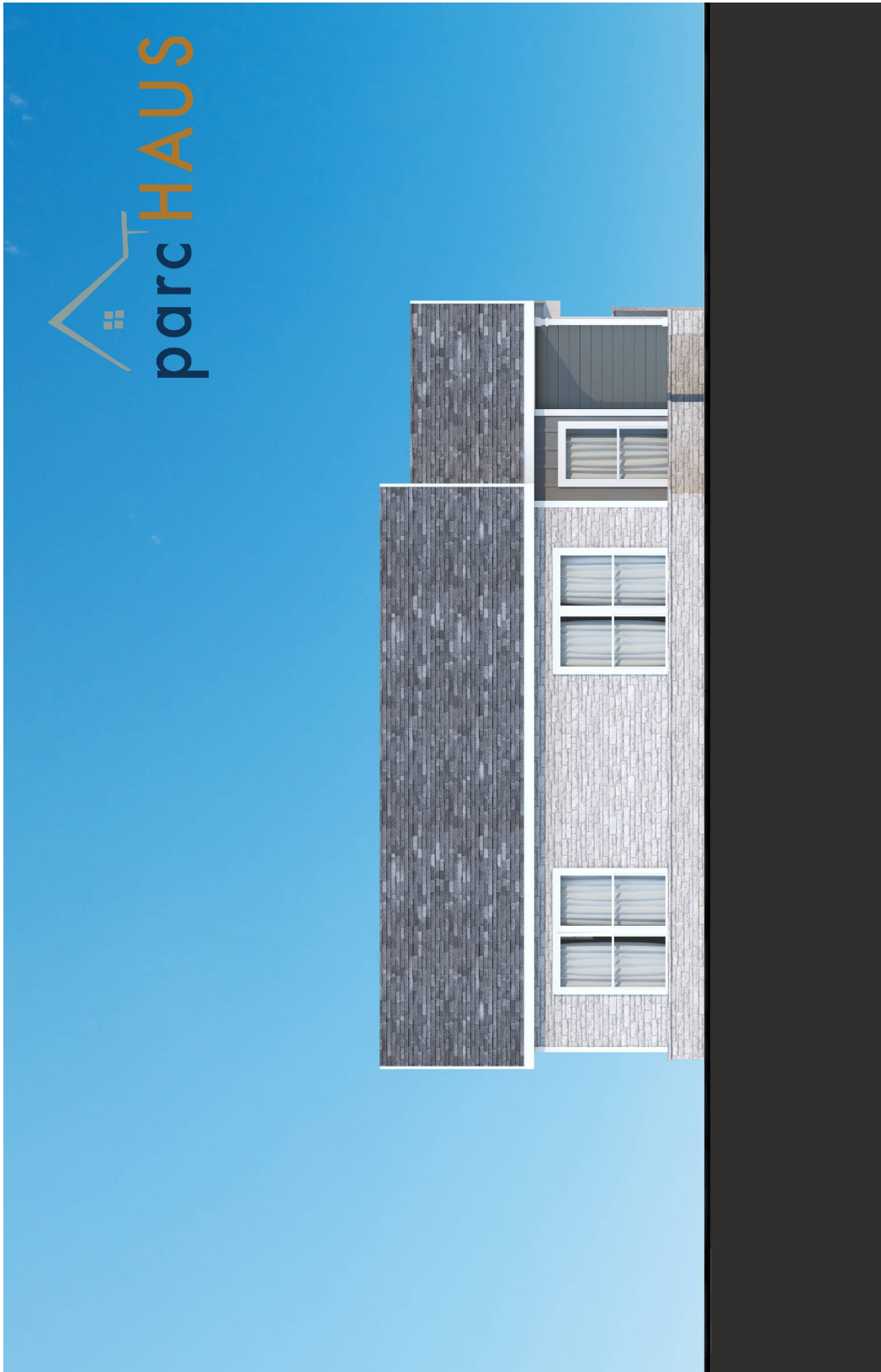


**Exhibit B
Building Elevations (con't)**



Attachment: Draft Ordinance (Dickerson Tract Planned Development)

**Building Exhibit B
Elevations (con't)**



Attachment: Draft Ordinance (Dickerson Tract Planned Development)

Exhibit C Development Regulations

Development within this Planned Development District must follow the regulations outlined below and meet the intent of the Land Plan attached herein as. Any significant changes to Land Plan shall require approval of the City of Celina Planning & Zoning Commission as well as the City of Celina City Council as outlined in the Code of Ordinances, as it exists or may be amended.

All development in the tracts shall meet the standards of the Dallas North Tollway (DNT) zoning district as established in the City of Celina Zoning Ordinance as it exists or may be amended, except as noted below.

The common boundary between Tract 1, 2, and 3 may be adjusted to accommodate minor changes to actual development uses, not to exceed five percent (5%) change in area of either Tract.

Tract 1

- Base zoning of Dallas North Tollway (DNT) zoning district.
- Right-of-way may be necessary to accommodate future ramping along DNT prior to issuance of development permits on this tract.

Tract 2

- Base zoning of Dallas North Tollway (DNT) zoning district, except that the “Dwelling, Single-Family Attached” use is permitted through a Specific Use Permit.

Tract 3

- Base of Dallas North Tollway (DNT) zoning district except as below:
 - Primarily 1 story cottage style multi-family with ability for 2 stories.
 - Maximum density of 15 units/acre.
 - 6’ masonry wall on all sides.
 - If the units are oriented outward, then 6’ decorative open fencing is allowed on that perimeter.
 - Amenities to follow MF-1 standards.
 - The overall architecture motif shall be cottage with a mix of stone and cementitious fiberboard.
 - Facades that are more visible (fire lanes, ROW) shall generally match the attached elevations.
 - Facades with less visibility (interior) shall incorporate a stone wainscot at the base of each elevation.
 - Siding shall incorporate a mix of no fewer than 3 shades of non-bold colors.
 - Any detached garages must include 100% stone on the front and side elevations.
 - No more than 10% of the total units of any multifamily development shall have three or more bedrooms.
 - 20’ wide landscape buffer on north, west, and south perimeters.

- 40' wide landscape buffer along the right-of-way.
- A paved walkway shall connect the front door of each ground floor unit to a parking area.
- Parking is not permitted between the building and a public street.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re: Northside at Rollertown - Expedited Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 49 acres within the Extraterritorial Jurisdiction, generally located east of the BNSF Railroad and north of Malone Street. (Northside at Rollertown Annexation) (Mohan)

Owner:

RCI - Celina 115, LP
 9550 John W. Elliott Drive, Suite 106
 Frisco, TX 75033

Applicant:

Kimley-Horn & Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, TX 75034

Background Information:

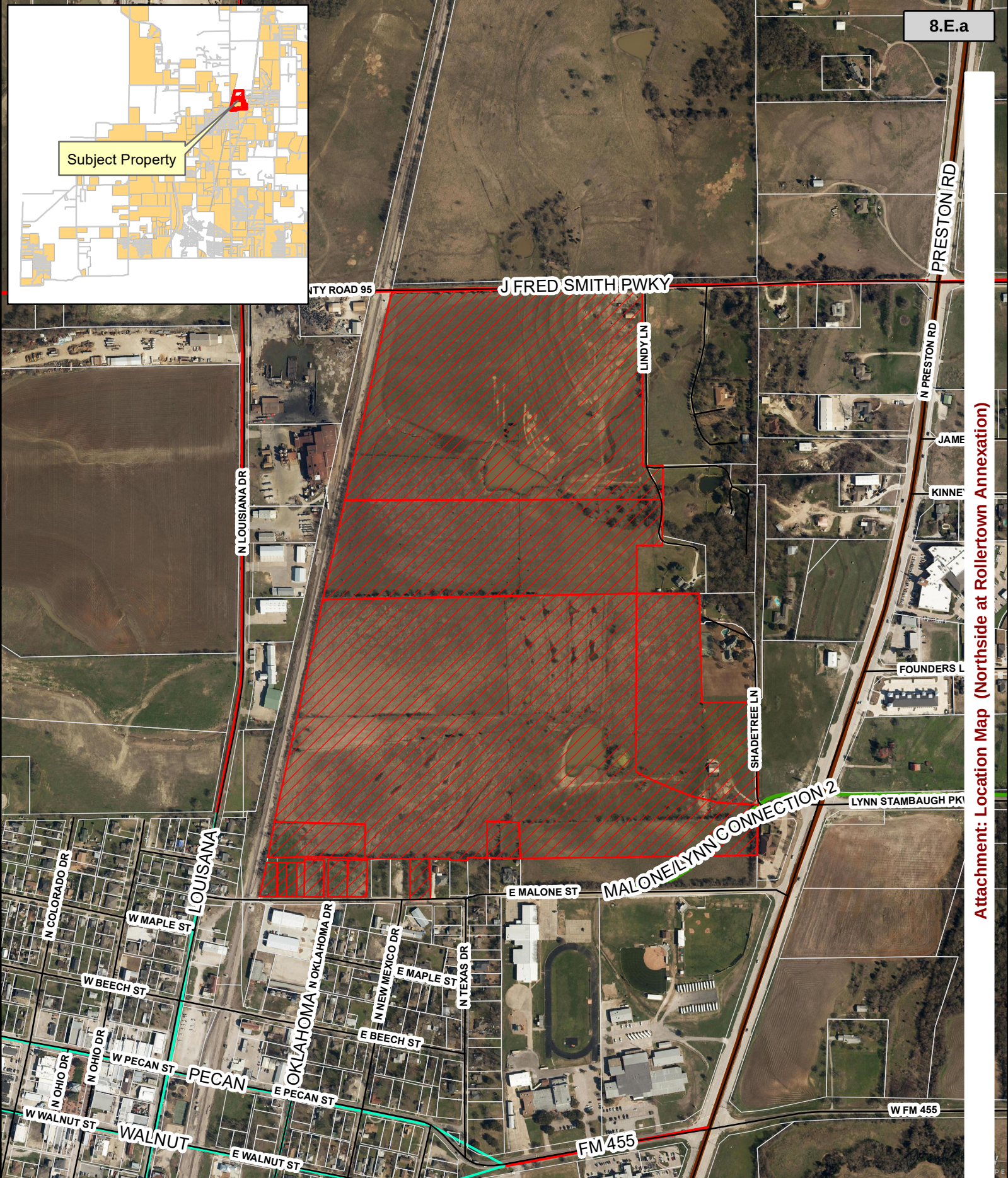
The property is generally located east of the BNSF Railroad and north of Malone Street, generally north of downtown. The associated Annexation Service Agreement is attached. Refer to the attached documents for further information.

Supporting Document:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



8.E.a

Attachment: Location Map (Northside at Rollertown Annexation)

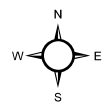


Location Map Northside at Rollertown

Date: 6/1/2020

Legend

- Roads
- Northside at Rollertown
- Parcels



0

Packet Pg. 663

Feet

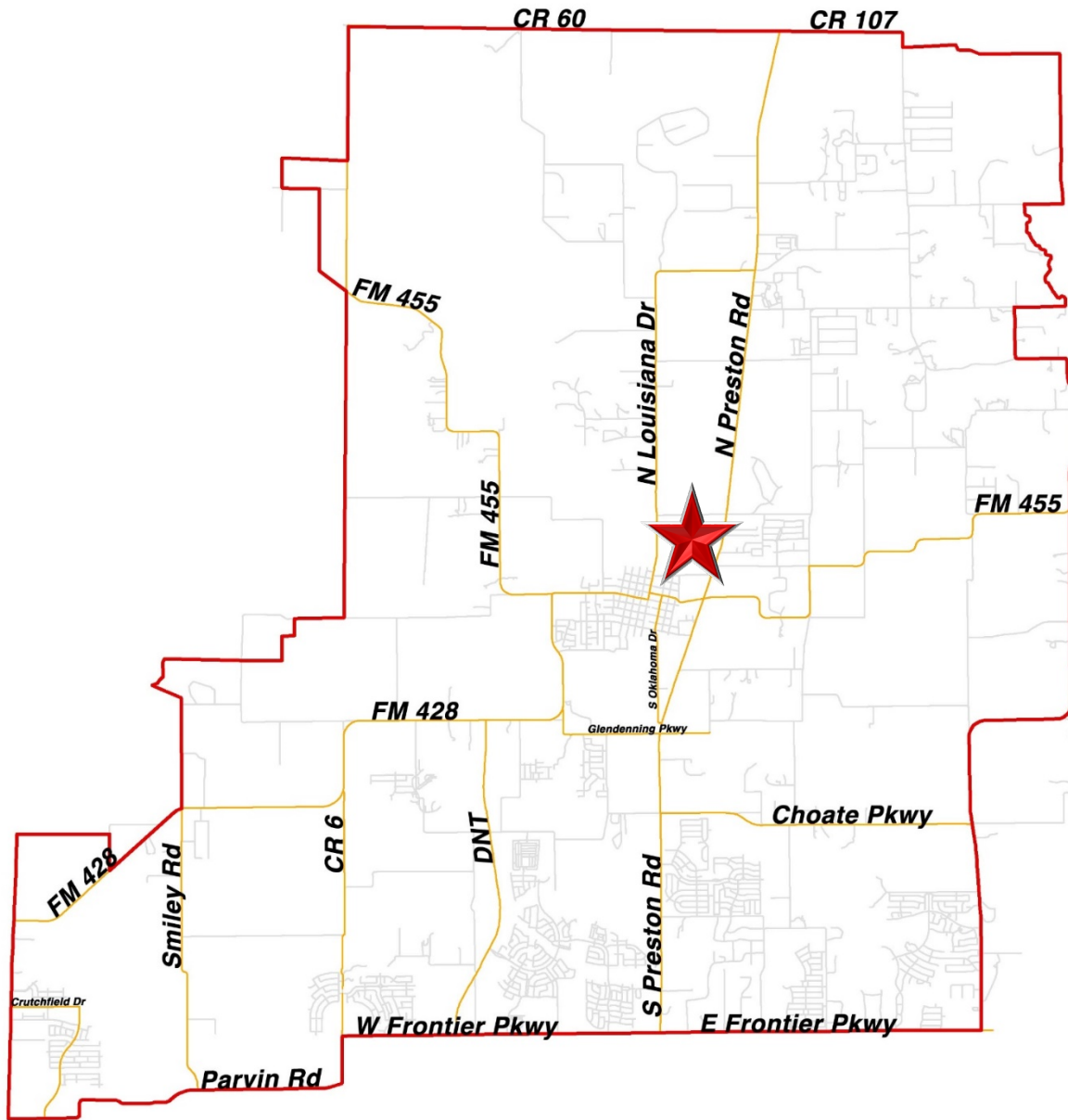
Northside at Rollertown

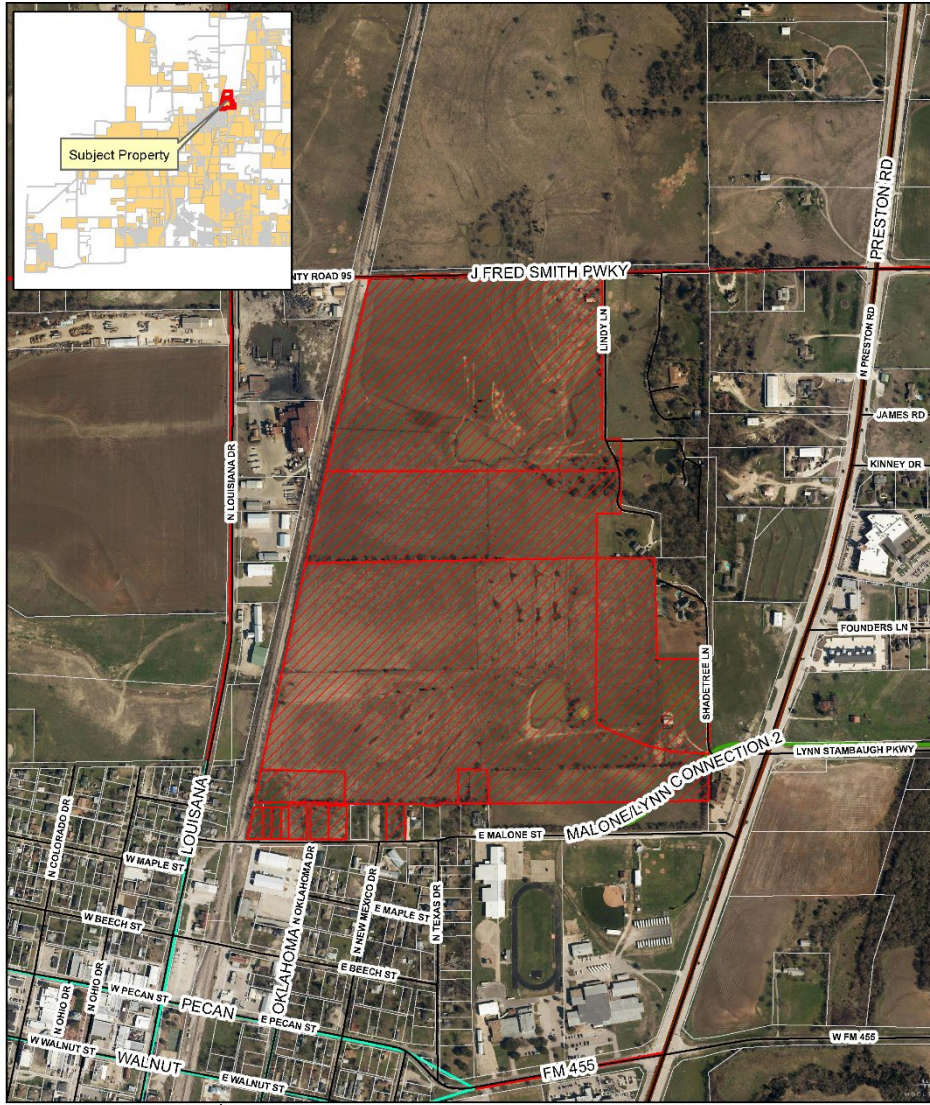
Annexation & Planned Development

City Council

July 14, 2020

Attachment: Staff Presentation (Northside at Rollertown Annexation)





Location Map

The subject property is located east of the BNSF Railroad and north of Malone Street

Background

- The property is approximately 131 acres within both the City Limits and the Extraterritorial Jurisdiction (ETJ)
- In December 2019, the City approved a Development Agreement for a mixed-use development that also outlined the future development regulations for the subject property

Concept Plan

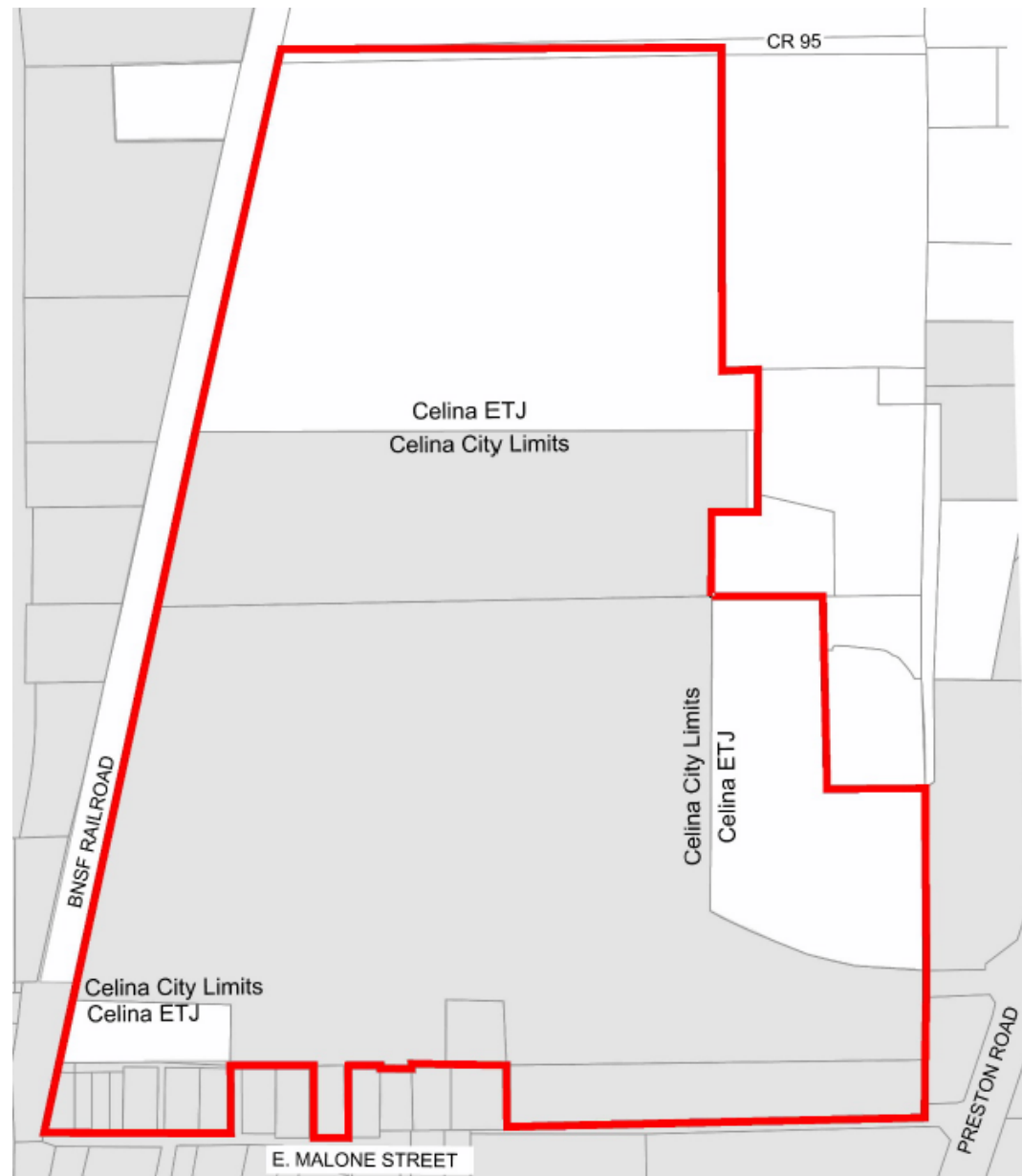
Legend - Base Plan			
Use	Units	Unit Percentage	Acres
Village (50'x120')	49	9%	
Cottage (40'x110')	213	41%	
Casita (30'x100')	256	49%	
Total Single Family	517	100%	
Total Open Space*			22.1

Legend - Townhome Option			
Use	Units	Unit Percentage	Acres
Village (50'x120')	49	9%	
Cottage (40'x110')	213	40%	
Casita (30'x100')	199	38%	
Townhome (22'x90')	69	13%	
Total Single Family	530	100%	
Total Open Space*			22.1

*Does not include MF Site



Annexation



8.E.b

Attachment: Staff Presentation (Northside at Rollertown Annexation)



Project Overview

- The project envisions a northern expansion of downtown with a more urban character
- The applicant desires to develop a mixed-use neighborhood with various single-family sized lots (attached and detached), multi-family (either urban edge or urban living), and retail/commercial land uses
- The proposed zoning is in conformance with the governing DA

P&Z Public Hearing

- Four residents had questions on the density adjacent to Malone Street, the connection of Malone Street, and the Concept Plan.

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its June 16th regular meeting
- Staff recommends approval of both the Annexation and Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
NORTHSIDE AT ROLLERTOWN C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 49 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED EAST OF THE BNSF RAILROAD AND NORTH OF MALONE STREET AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of July, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 3rd day of July, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

Attachment: Draft Ordinance (Northside at Rollertown Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of July, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Northside at Rollertown Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

DESCRIPTION OF 35.348 ACRES:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being a portion of a called 114.889 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said 114.889 acre tract;

THENCE along the easterly line of said 114.889 acre tract, the following:

South 0°14'01" East, a distance of 915.38 feet to a point for corner;

North 89°52'46" East, a distance of 70.06 feet to a point for corner;

South 0°21'08" East, a distance of 175.54 feet to the southerly northeast corner of a called 18.80 acre tract of land described in a deed to LM Celina 115, L.P., as recorded in Volume 5476, Page 5687 of the Land Records of Collin County, Texas;

THENCE departing the easterly line of said 114.889 acre tract, along the northerly and easterly lines of said 18.80 acre tract and crossing said 114.889 acre tract, the following:

South 89°22'33" West, a distance of 1,598.70 feet to an ell corner of said 18.80 acre tract;

North 12°26'19" East, a distance of 1110.00 feet to the northerly northeast corner of said 18.80 acre tract, being on the northerly line of said 114.889 acre tract;

THENCE North 88°55'09" East, along the northerly line of said 114.889 acre tract, a distance of 1284.88 feet to the **POINT OF BEGINNING** and containing 35.348 acres (1,539,767 square feet) 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.

Attachment: Draft Ordinance (Northside at Rollertown Annexation)

DESCRIPTION OF 11.202 ACRES:

BEING all of a called 11.202 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332150 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said 11.202 acre tract, common to the southerly northeast corner of a called 114.889 acre tract of land described in a deed to RCI – Celina 115, LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas;

THENCE along the common line of said 11.202 acre tract and said 114.889 acre tract, the following:

South 88°41'01" West, a distance of 63.23 feet to the beginning of a non-tangent curve to the right having a delta angle of 34°02'47", a radius of 1000.00 feet and a chord bearing and distance of North 74°13'28" West, 585.52 feet;

In a northwesterly direction with said non-tangent curve to the right, an arc length of 594.22 feet to the southwest corner of said 11.202 acre tract;

North 00°16'51" East, a distance of 921.91 feet to the northwest corner of said 11.202 acre tract;

THENCE North 89°21'01" East, departing the easterly line of said 114.889 acre tract and along the northerly line of said 11.202 acre tract, a distance of 321.10 feet to the most northerly northeast corner of said 11.202 acre tract;

THENCE along the easterly line of said 11.202 acre tract, the following:

South 01°16'12" East, a distance of 530.89 feet to the northeast corner of said 11.202 acre tract;

North 88°43'48" East, a distance of 269.14 feet to an ell corner of said 11.202 acre tract;

South 02°04'33" East, a distance of 558.85 feet to the **POINT OF BEGINNING**, and containing 11.202 acres (487,967 square feet) 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.

DESCRIPTION OF 1.973 ACRES:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being a portion of a called 2.932 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332120 of the Official Public Records of Collin County, Texas, and also being all of a called 0.868 acre tract of land described as Tract 1 and all of a called 0.438 acre tract of land described as Tract 2 in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said 2.932 acre tract, common to the northerly southwest corner of a called 114.889 acre tract of land described in a deed to RCI-Celina 115, LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, being on the easterly right-of-way line of the St. Louis and San Francisco Railroad, a 100 foot wide right-of-way;

THENCE South 88°46'33" East, departing the easterly right-of-way line of said St. Louis and San Francisco Railroad, along the northerly line of said 2.932 acre tract and the southerly line of said 114.889 acre tract, a distance of 473.77 feet to the northeast corner of said 2.932 acre tract, common to an ell corner of said 114.889 acre tract;

THENCE South 2°12'18" West, along the easterly line of said 2.932 acre tract and continuing along the southerly line of said 114.889 acre tract part of the way, and crossing said Tract 1, a distance of 175.87 feet to a point for corner on the northerly line of Malone Addition as shown on the Map of Celina recorded in Volume 1, Page 114 of the Deed Records of Collin County, Texas;

THENCE North 88°42'26" West, along the northerly line of said Malone Addition, and crossing said Tract 1, said Tract 2 and said 2.932 acre tract, a distance of 505.53 feet to the northwest corner of said Malone Addition, being on the westerly line of said 2.932 acre tract, and the easterly right-of-way line of said St. Louis and San Francisco Railroad;

THENCE North 12°26'44" East, along the westerly line of said 2.932 acre tract and the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 178.65 feet to the **POINT OF BEGINNING** and containing 1.973 acres (85,960 square feet) 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”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) **Emergency Medical Services**

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

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

N) AMENDMENTS

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



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Northside at Rollertown - PD Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 131 acres to Planned Development (PD) with Mixed-Use (MU) base zoning, generally located east of the BNSF Railroad and north of Malone Street. (Northside at Rollertown Planned Development) (Mohan)

Owner:

RCI - Celina 115, LP
9550 John W. Elliott Drive, Suite 106
Frisco, TX 75033

Applicant:

Kimley-Horn & Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, TX 75034

Background Information:

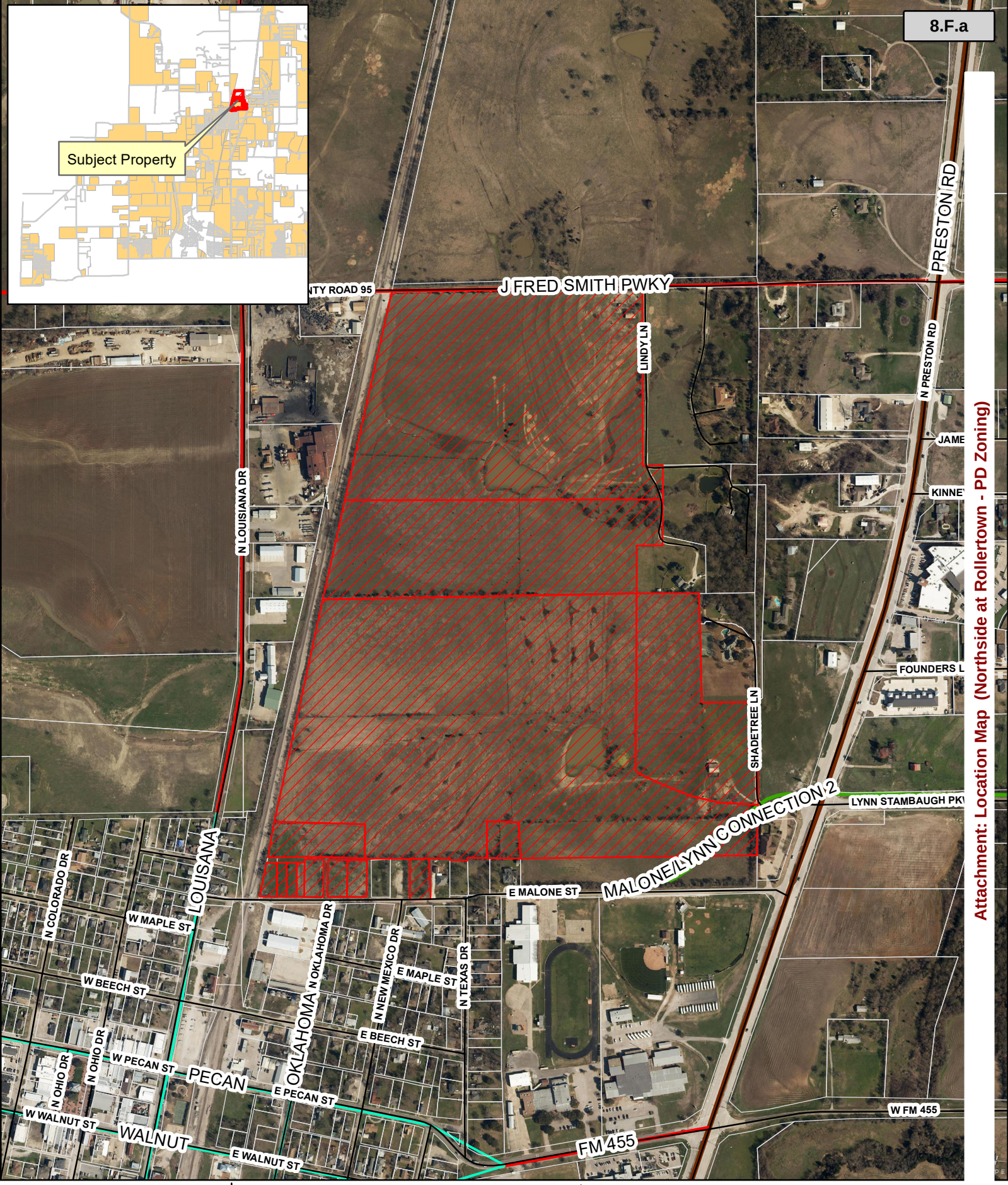
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



8.F.a

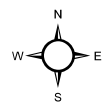
Attachment: Location Map (Northside at Rollertown - PD Zoning)



Location Map Northside at Rollertown

Date: 6/1/2020

- Legend**
- Roads
 - Northside at Rollertown
 - Parcels



CITY OF CELINA, TEXAS

ORDINANCE 2020-____
NORTHSIDE AT ROLLERTOWN
PLANNED DEVELOPMENT #112

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 131 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 170, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF THE BNSF RAILROAD AND NORTH OF MALONE STREET; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 112; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the “City Council”) is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan, Concept Diagram, Trails and Open Space, Roadway Improvements, and Development Regulations, set forth in Exhibit “C”, “D”, “E”, “F”, and “G”, respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 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 Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 112 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Concept Diagram
Exhibit E:	Trails and Open Space
Exhibit F:	Roadway Improvements
Exhibit G:	Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 112, and incorporates the Concept Plan attached hereto as Exhibit "C", the Concept Diagram attached hereto as Exhibit "D", the Trails and Open Space attached hereto as Exhibit "E", the Roadway Improvements attached hereto as Exhibit "F", and the Development Regulations attached hereto as Exhibit "G."

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

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 14th day of July, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A Legal Description

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being all of a called 114.889 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, being all of a called 11.202 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332150 of the Official Public Records of Collin County, Texas, being all of a called 2.932 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332120 of the Official Public Records of Collin County, Texas, being all of a called 0.479 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332180 of the Official Public Records of Collin County, Texas, and also being all of a called 0.868 acre tract of land described as Tract 1 and all of a called 0.438 acre tract of land described as Tract 2 in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, and also being all of Lots 1 through 5, Block 1, Lots 1 and 2, Block 2, and Lot 1, Block 4 of Malone Addition, an unrecorded plat, and being more particularly described as follows:

BEGINNING at the southeast corner of said 114.889 acre tract on the northerly right-of-way line of Malone Street, a variable width right-of-way, no record found;

THENCE South 88°50'41" West, along the southerly line of said 114.889 acre tract and the northerly right-of-way line of said Malone Street, a distance of 1212.59 feet to the southerly southwest corner of said 114.889 acre tract;

THENCE departing the northerly right-of-way line of said Malone Street and continuing along the southerly line of said 114.889 acre tract, the following:

North 2°00'20" West, a distance of 155.16 feet to an ell corner of said 114.889 acre tract;

North 89°57'33" West, a distance of 457.72 feet to the northeast corner of said 0.479 acre tract;

THENCE South 1°11'25" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said 0.479 acre tract, a distance of 208.88 feet to the southeast corner of said 0.479 acre tract, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°56'31" West, along the southerly line of said 0.479 acre tract and the northerly right-of-way line of said Malone Street, a distance of 100.00 feet to the southwest corner of said 0.479 acre tract;

THENCE North 1°11'25" East, departing the northerly right-of-way line of said Malone Street and along the westerly line of said 0.479 acre tract, a distance of 208.85 feet to the northwest corner of said 0.479 acre tract, being on the southerly line of said 114.889 acre tract;

THENCE North 89°57'33" West, along the southerly line of said 114.889 acre tract, a distance of 234.93 feet to the northeast corner of said Tract 1;

THENCE South 1°15'19" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said Tract 1, a distance of 187.69 feet to the southeast corner of said Tract 1, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, along the southerly line of said Tract 1 and the northerly right-of-way line of said Malone Street, a distance of 200.00 feet to the southwest corner of said Tract 1, being on the easterly right-of-way line of a 20 foot wide alley;

THENCE North 1°15'01" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said Tract 1 and the easterly right-of-way line of said 20 foot wide alley, a distance of 190.37 feet to the northwest corner of said Tract 1, common to the east end of the northerly terminus of said 20 foot wide alley, being on southerly line of aforesaid 2.932 acre tract;

THENCE North 88°42'26" West, along the northerly terminus of said 20 foot wide alley and the southerly line of said 2.932 acre tract, a distance of 20.00 feet to the west end of said terminus, common to the northeast corner of aforesaid Tract 2;

THENCE South 1°15'01" West, departing the southerly line of said 2.932 acre tract, along the easterly line of said Tract 2 and the westerly right-of-way line of said 20 foot wide alley, a distance of 190.64 feet to the southeast corner of said Tract 2, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, departing the westerly right-of-way line of said 20 foot wide alley, along the southerly line of said Tract 2 and the northerly right-of-way line of said Malone Street, a distance of 99.86 feet to the southwest corner of said Tract 2, being on the easterly line of said 2.932 acre tract;

THENCE South 1°16'58" West, continuing along the northerly right-of-way line of said Malone Street and along the easterly line of said 2.932 acre tract, a distance of 17.01 feet to the southerly southeast corner of said 2.932 acre tract;

THENCE North 88°45'14" West, continuing along the northerly right-of-way line of said Malone Street and along the southerly line of said 2.932 acre tract, a distance of 230.05 feet to the southwest corner of said 2.932 acre tract, being on the easterly right-of-way line of the St. Louis and San Francisco Railroad, a 100 foot wide right-of-way;

THENCE North 12°26'44" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said 2.932 acre tract and the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 387.82 feet to the northwest corner of said 2.932 acre tract, common to the northerly southwest corner of said 114.889 acre tract;

THENCE North 12°26'19" East, along the westerly line of aforesaid 114.889 acre tract and continuing along the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 2792.89 feet to the northwest corner of said 114.889 acre tract;

THENCE North 88°55'09" East, departing the easterly right-of-way line of said St. Louis and San Francisco Railroad and along the northerly line of said 114.889 acre tract, a distance of 1315.73 feet to the northeast corner of said 114.889 acre tract;

THENCE along the easterly line of said 114.889 acre tract, the following:

South 0°14'01" East, a distance of 915.38 feet to a point for corner;

North 89°52'46" East, a distance of 70.06 feet to a point for corner;

South 0°21'08" East, a distance of 416.20 feet to a point for corner;

South 89°36'42" West, a distance of 133.06 feet to a point for corner;

South 0°18'12" East, a distance of 245.29 feet to the northwest corner of aforesaid 11.202 acre tract;

THENCE North 89°21'01" East, departing the easterly line of said 114.889 acre tract and along the northerly line of said 11.202 acre tract, a distance of 321.10 feet to the northeast corner of said 11.202 acre tract;

THENCE along the easterly line of said 11.202 acre tract and the easterly line of said 114.889 acre tract, the following:

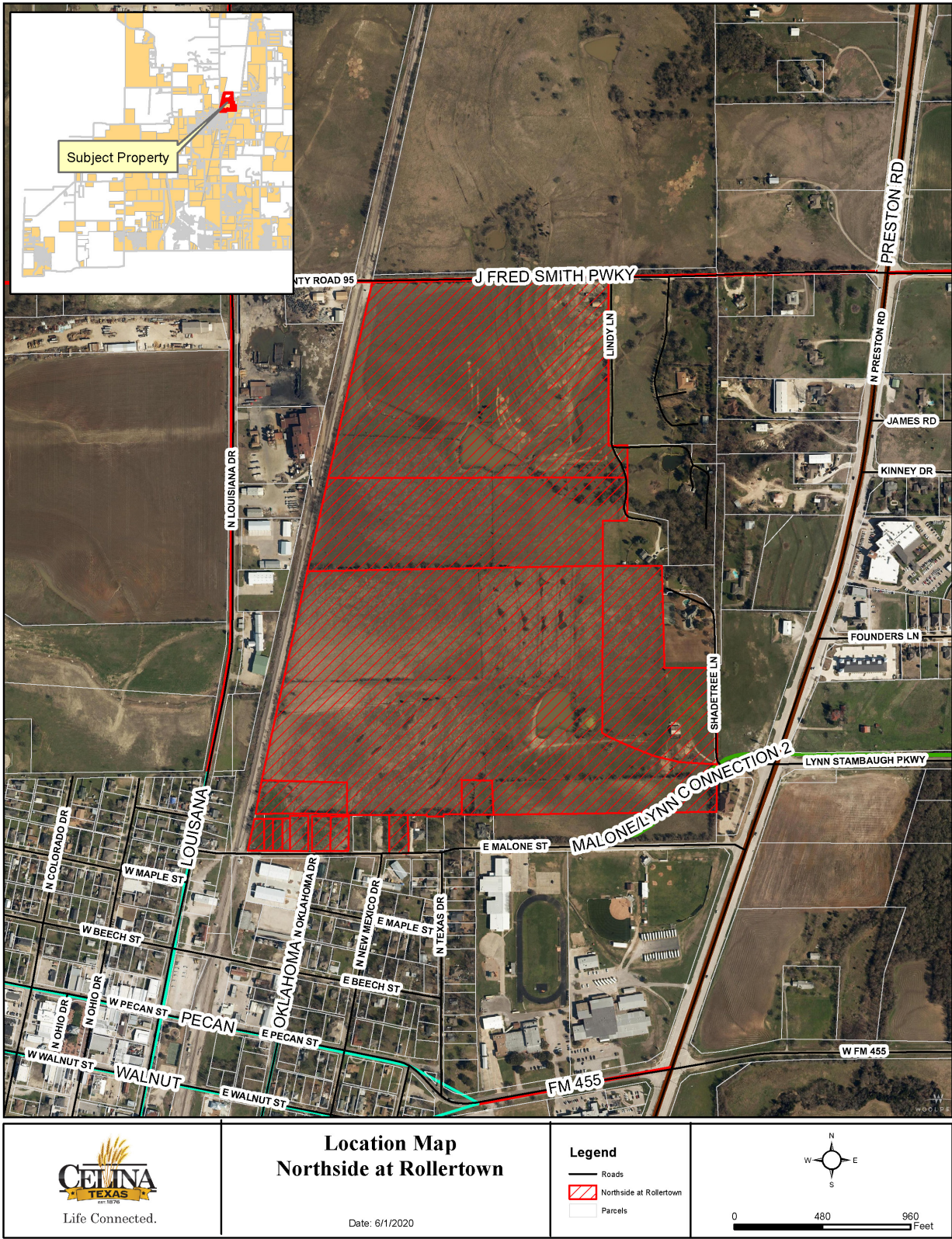
South 1°16'12" East, a distance of 530.89 feet to a point for corner;

North 88°43'48" East, a distance of 269.14 feet to a point for corner;

South 2°04'32" East, a distance of 564.22 feet to a point for corner;

South 0°24'08" West, a distance of 402.60 feet to the **POINT OF BEGINNING** and containing 130.809 acres (5,698,027 square feet) of land, more or less.

Exhibit B
Depiction of Property



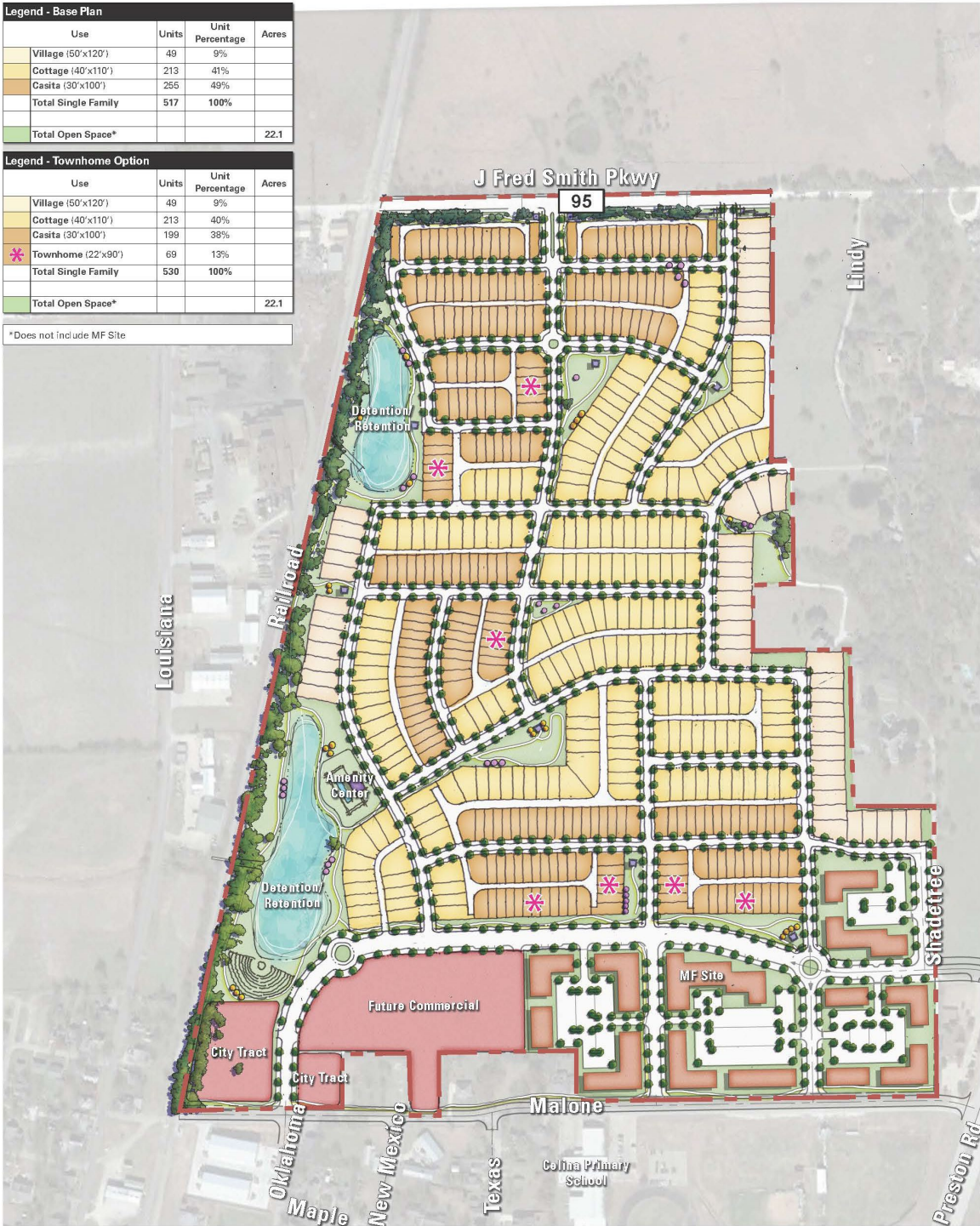
Attachment: Draft Ordinance (Northside at Rollertown - PD Zoning)

Exhibit C
Concept Plan

Legend - Base Plan			
Use	Units	Unit Percentage	Acres
Village (50'x120')	49	9%	
Cottage (40'x110')	213	41%	
Casita (30'x100')	255	49%	
Total Single Family	517	100%	
Total Open Space*			22.1

Legend - Townhome Option			
Use	Units	Unit Percentage	Acres
Village (50'x120')	49	9%	
Cottage (40'x110')	213	40%	
Casita (30'x100')	199	38%	
* Townhome (22'x90')	69	13%	
Total Single Family	530	100%	
Total Open Space*			22.1

* Does not include MF Site



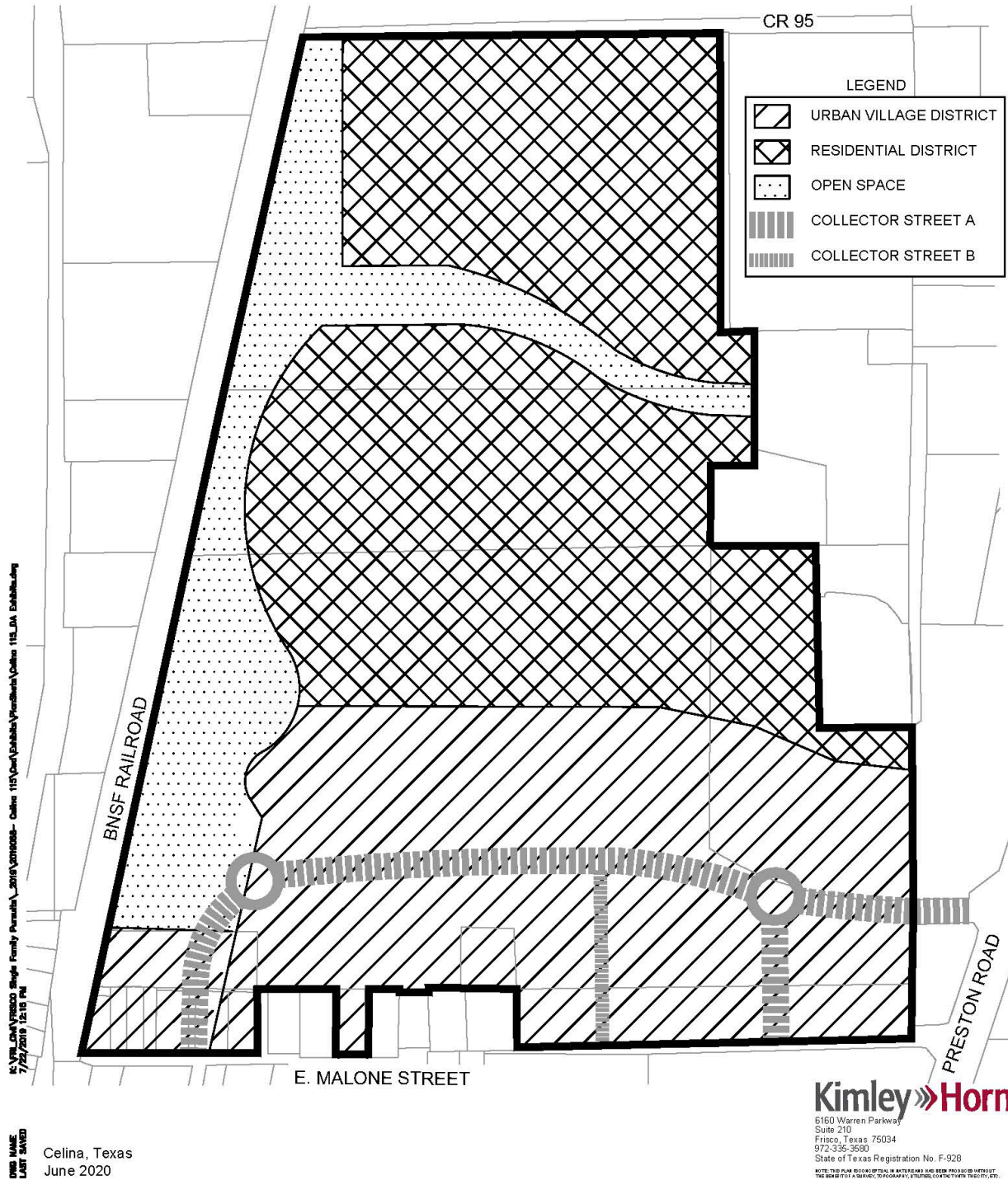
northside at rollertown
concept options

0 100' 200' 400'

06/26/20
The draft illustration shown is based on the best information available. Product type and mix are conceptual in nature only. All information is subject to change without notice.

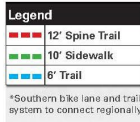
Attachment: Draft Ordinance (Northside at Rollertown - PD Zoning)

Exhibit D
Concept Diagram



Attachment: Draft Ordinance (Northside at Rollertown - PD Zoning)

Exhibit E Trails and Open Space



TBG northside at rollertown
trails plan

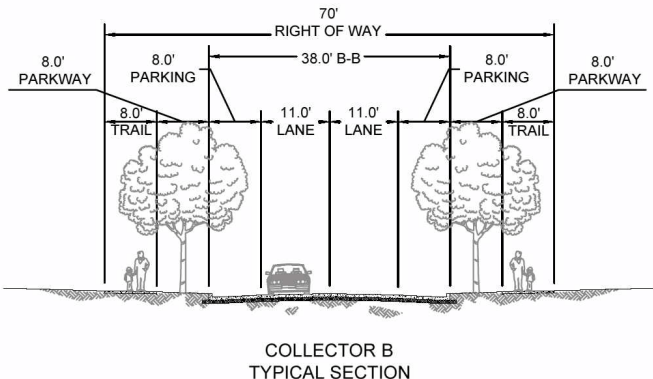
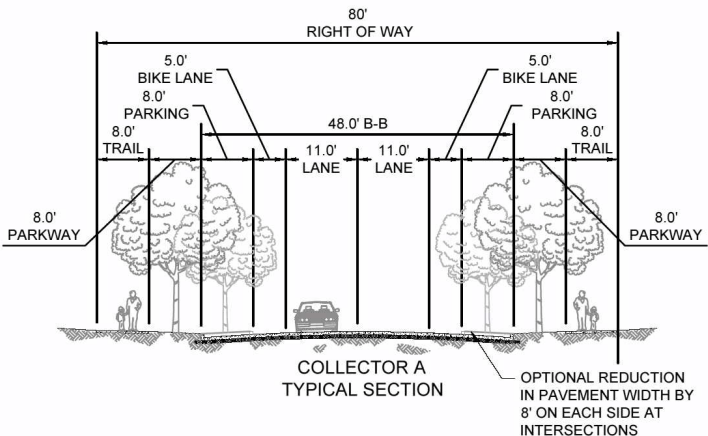


06/26/20
The draft illustration shown is based on the best information available. Product type and mix are conceptual in nature only. All information is subject to change without notice.

Exhibit F

Roadway Improvements

STREET SECTIONS



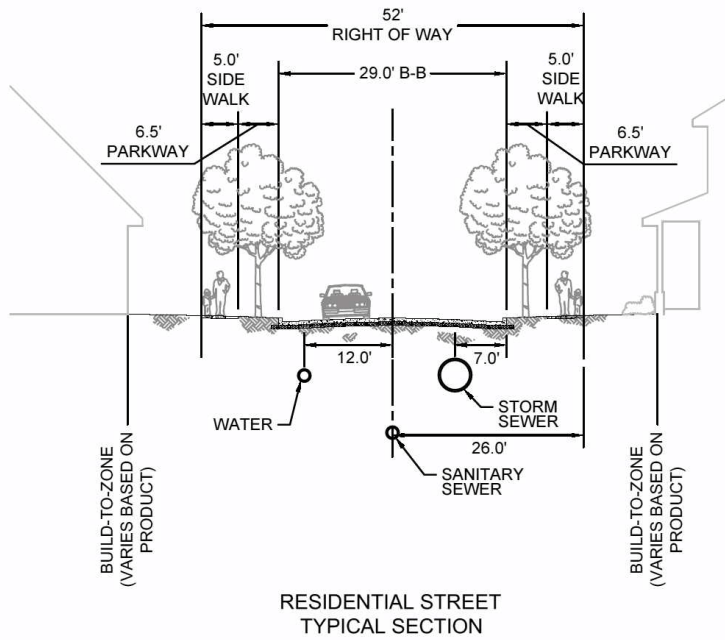
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115_STREET SECTIONS EXHIBIT.DWG

Celina, Texas
June 2020

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PROVIDED WITHOUT THE BENEFIT OF A SURVEY. TO DRAINAGE, UTILITIES, CONTACT WITH THE CITY, ETC.

Attachment: Draft Ordinance (Northside at Rollertown - PD Zoning)



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12/2/2018 3:41 PM

Celina, Texas
June 2020

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PROVIDED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, OR CONTACT WITH THE CITY, ETC.

Attachment: Draft Ordinance (Northside at Rollertown - PD Zoning)

Exhibit G

Development Regulations

BASE ZONING

The base zoning of the property shall be MU, Mixed-Use District; however, the following shall be allowed deviations.

CONCEPT PLAN

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, and other site layout features, all of which can be adjusted for pragmatic purposes at time of pemlitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services. Minor modifications up to 15% of any numerical figure can be reviewed by the Director.

STREET SECTIONS

Street sections shall be provided as generally shown in the Street Sections exhibit. Minor modifications are subject to review and approval by the Director of Engineering. Bump outs (parking island) shall be provided in parking area on Type A Collectors. In addition to the Street Section shown on the exhibit, the City's Residential Street Section at the time of development shall also be permitted.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant tract of land and reflect the vision of the Downtown Master Plan as the logical extension northward of the historic urban core, and shall abide by the City' architectural standards, as may be amended.

LANDSCAPING AND SCREENING

1. County Road 95:
 - a. 6' masonry wall.
 - b. 40' landscape buffer with landscaping to abide by the Zoning Ordinance, as may be amended.
 - c. 10' wide sidewalk on the south side of CR 95.
2. BNSF Railroad:
 - a. 50' landscape buffer, including detention/retention, with landscaping to abide by the Zoning Ordinance as may be amended.
3. Malone Street
 - a. No screening required, a long as the urban form actively engages the street.
 - b. 10' wide sidewalk on the north side of Malone Street.

OPEN SPACE

The minimum open space acreage shall be 15% of the overall property. Detention and retention ponds shall count toward this requirement. The definition of open space shall meet the requirements of the Zoning Ordinance (ZO), as may be amended.

Detention and retention ponds shall be designated as usable open space.

Note for open spaces: No concrete in detention nor any concrete pilot channels Detention and Retention ponds shall have a six-to-one (6:1) slope to the normal water surface elevation. Beneath the normal water surface elevation, the slope can increase based on recommendation provided by a geotechnical engineer.

PARKLAND

Park fees (both park fees) shall apply to this development, in accordance with State and local law. The City acknowledges that payment of fees are preferred over land dedication for this project in accordance with the Development Agreement with the City of Celina and any amendments thereto.

TRAILS

1. Railroad Spine Trail is 12' wide concrete per Master Trails Plans.
2. Detention/retention ponds shall have looped concrete trails of 6' wide.
3. Internal trails within interior open spaces shall have pedestrian paths.
4. Bike lane connection shall be made to south trail system.
5. For five (5) feet on each side of the twelve (12) foot wide public hike-and-bike trail, a maximum 6:1 slope shall be required.

GENERAL CONDITIONS

Amenities shall be provided as follows:

- a. Single Family – The building permit for the associated Amenity Center is required to be issued before the issuance of the 300th single family home building permit. The amenity center shall include a pool, playground, bathrooms, and shaded or enclosed gathering spaces.
- b. Multi-Family – Amenities shall include two of the following for every 500 units: a pool, fitness center, a sports court, dog park, second pool, or other City Staff-approved amenity. A pool must be one of the two options.

RESIDENTIAL DISTRICT

1. Area: The Residential District is generally the northern portion of the development, as depicted in the Concept Diagram.
2. Permitted Uses: All residential product types (Village, Cottage, Casita, Townhome) and any associated incidental and secondary land uses normally included in single-family zoning districts.
3. General Standards:
 - a. A porch may encroach into the Front Street “build-to-zone” by up to 10’ on Casita Urban and Cottage Urban Product Types. A porch may encroach into the Front Street “build-to-zone” by 5’ on all other Product Types.
 - b. Gated communities are not permitted.
 - c. No one product type shall exceed 60% of the unit count within the Residential District.
 - d. All lots less than 60’ in width shall be served by alleys. Lots 50’ in width adjacent to the east property line and Lots 50’ in width adjacent to the open space along the west property line may be front-loaded and will not require an alley.
 - e. All driveways serving a rear garage shall either be setback 20’ + or less than 3’.

- f. Parking for Single-Family (SF) shall have a minimum of 2 off-street parking spaces, with at least 1 in the garage. Off-street visitor parking for Townhomes (TH) shall be provided at a ratio of 1 visitor space for every 4 units.
- g. Accessory units are permitted up to 600 sq. ft. The accessory units may have a kitchen and bathroom, but not a separate water meter or electric panel. An accessory unit must have 1 additional dedicated parking space in addition to the primary unit's required parking.
- h. Garage doors shall meet the architectural standards of the ZO, as may be amended.
- i. Mews lots are permitted per the regulations in the City's base ZO.

4. Product Types

a. Village

Min. Lot Area	4,950 sq. ft.
Min. Lot Width	45'
Min. Lot Depth	110'
Max. Height	2.5 stories
Front Street "build-to-zone"	Min. 15', max. 20' from property line
Side "build-to-zone" on Corner Lot	15'
Min. Side Yard	5'
Min. Rear Yard	5'
Min. Rear Yard setback to Garage	3'
Min. Dwelling Unit Area (air-conditioned)	2,000 sq. ft.
Percentage of Total Lots	0-10%

b. Cottage

Min. Lot Area	4,000 sq. ft.
Min. Lot Width	40'
Max. Lot Width	49'
Min. Lot Depth	100'
Max. Height	2.5 stories
Front Street "build-to-zone"	Min. 10', max. 5' from property line
Side "build-to-zone" on Corner Lot	15'
Min. Side Yard	5'
Min. Rear Yard	5'
Min Rear Yard setback to Garage	3'
Min. Dwelling Unit Area (air-conditioned)	1,400 sq. ft.
Percentage of Total Lots	10-45%

c. Casita

Min. Lot Area	2,700 sq. ft.
Min. Lot Width	30'
Max. Lot Width	39'
Min. Lot Depth	90'
Max. Height	3 stories

Front Street "build-to-zone" (Residential)	Min. 5', max. 10' from property line
Front Street "build-to-zone" (Urban)	Min. 15', max. 26' from property line
Side "build-to-zone" on Corner Lot	Min. 15'
Min. Side Yard	0' *
Min. Rear Yard	5'
Min. Rear Yard setback to Garage	3'
Min. Dwelling Unit Area (air-conditioned)	1,200 sq. ft.
Percentage of Total Lots	20-50%

* For lots with a zero (0) side yard setback

- i. A roof overhang equipped with a gutter or other architectural features may extend into a neighboring property.
- ii. A three (3') foot wide access, maintenance, overhang intrusion and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a "zero" side. The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling.
- iii. The "zero" side shall be designated on the Final Plat. All access, maintenance, overhang intrusion, and use easements shall be provided on Preliminary and Final Plats.

d. Townhome

Min. Lot Area	1,600 sq. ft.
Min. Lot Width	22'
Max. Lot Width	35'
Min. Lot Depth	80'
Max. Height	3 stories
Front Street "build-to-zone" (Residential)	Min. 5', max. 10' from property line
Front Street "build-to-zone" (Urban)	Min. 15', max. 26' from property line
Side "build-to-zone" on Corner Lot	Min. 15'
Min. Rear Yard	5'
Min. Rear Yard setback to garage	3'
Min. Dwelling Unit Area (air-conditioned)	1,000 sq. ft.
Percentage of Total Lots	0-30%

URBAN VILLAGE

1. Area: The Urban Village is generally the southern portion of the development, as depicted in the Concept Diagram, and is appropriate for a wide range of land uses associated with urban cores.
2. Permitted Uses: All residential product types (Village, Cottage, Casita, Townhome), Multi-Family, Retail, Office, Restaurant, Hotel, Entertainment venues, Amphitheater, and similar non-residential uses.
3. General Standards
 - a. All Urban Villages land uses are limited to a maximum of 4 stories in height unless otherwise amended within this document.
4. Product Types

a. Multi-Family

- i. A maximum of 500 units are permitted, if developed as Urban Edge. A maximum of 1,000 units and up to 6 stories is permitted, if developed as Urban Living.
- ii. Three-bedroom unit type limited to maximum 10% of overall dwelling units.
- iii. No perimeter walls, fencing, or gates are allowed as the project is meant to incorporate an urban design and promote pedestrian freedom.
- iv. Parking ratio to follow base Zoning Ordinance, as may be amended.
- v. Side yard between buildings shall be per the IBC/IFC.
- vi. The minimum setback shall be increased to 60' for multi-family (MF) structures adjacent to property that is zoned or developed for single-family uses.

Front Street "build-to-zone"	Min. 15', max. 26' from property line
Side "build-to-zone"	Min. 15'
Min. Rear Yard	Min. 25'

b. Non-residential

- i. Minimum ground floor-to-ceiling height to be 12'.

Front Street "build-to-zone"	Min. 15', max. 26' from property line
Side Yard	0', except where non-residential abuts residential lots, in which case the requirement shall be the same as the adjoining residential zone
Min. Rear Yard	0', except where non-residential abuts residential lots, in which case the requirement shall be the same as the adjoining residential zone



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: July 14, 2020
Re: Mustang Lakes Phase 4 - PID Levy

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan – Updated for Phase #4, including the Phase #4 assessment roll; making a finding of special benefit to property within Phase #4 of The Lakes at Mustang Ranch Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #4 assessed property in accordance with Chapter 372 Texas Local Government Code, as amended. (Mustang Lakes Phase 4-PID Levy) (Pouladi)

Background Information:

The ordinance is attached.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Staff Presentation
- Ordinance

Staff Recommendation:

Staff recommends approval as presented.

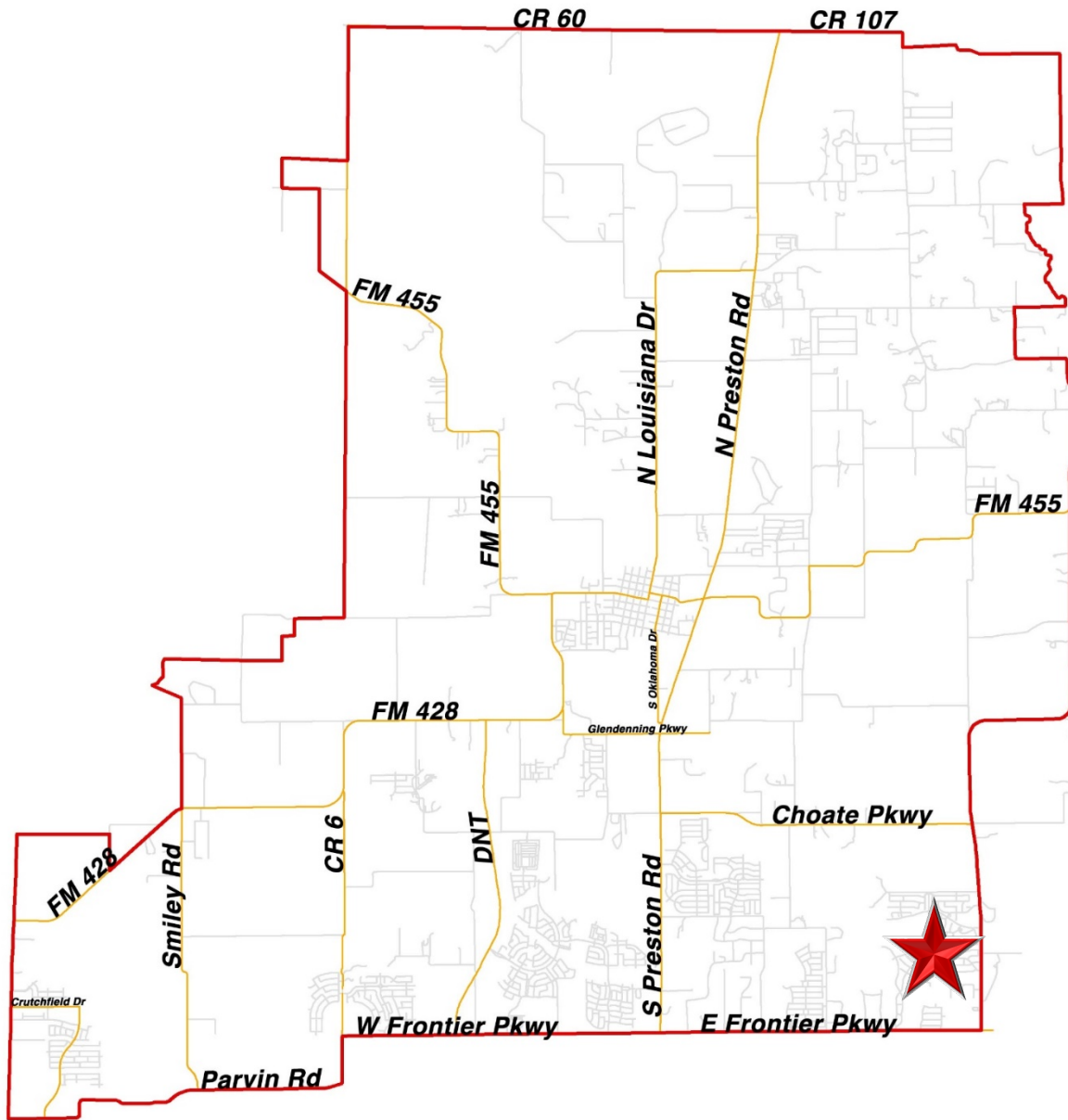
Mustang Lakes PH #4

PID Assessment Levy - Public Hearing

City Council

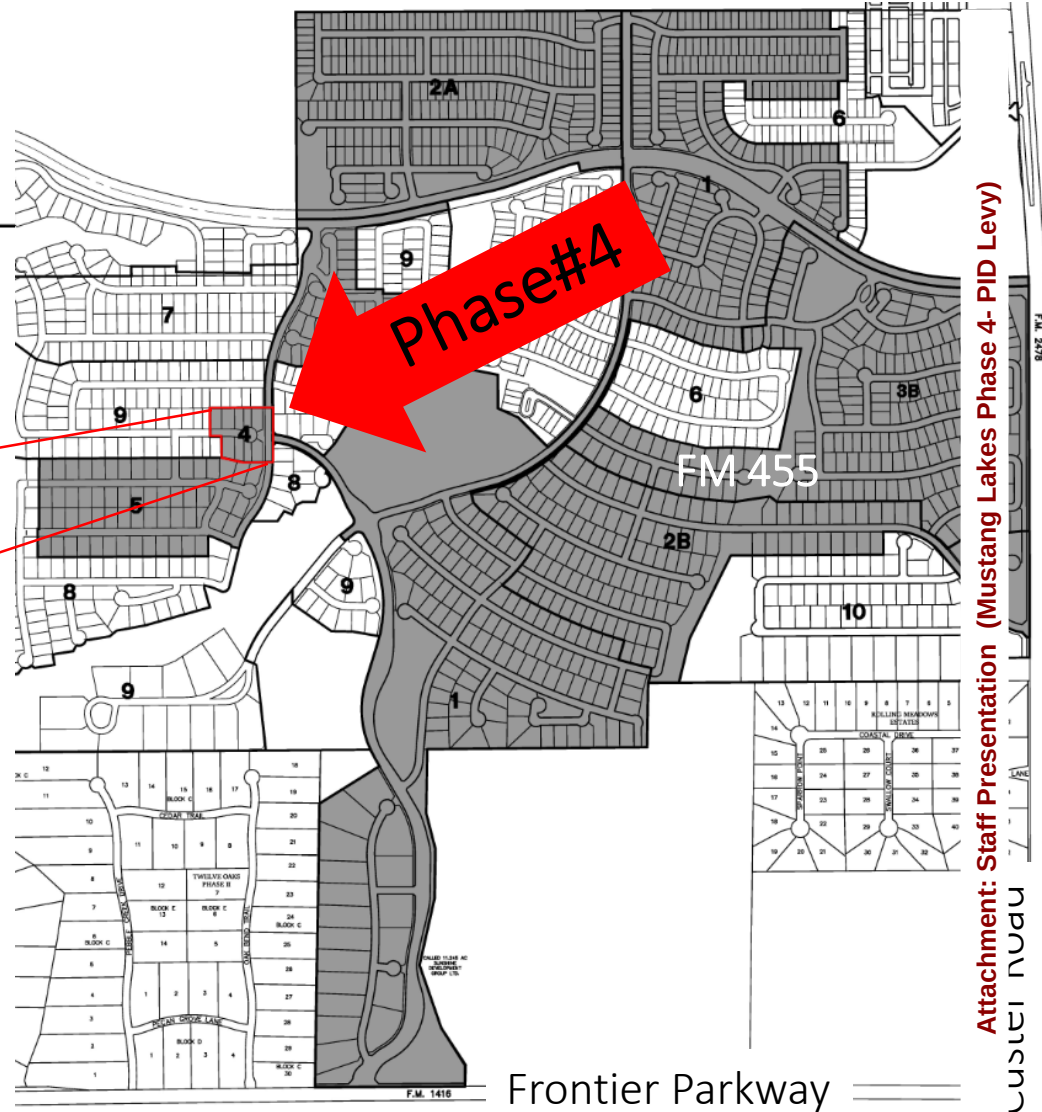
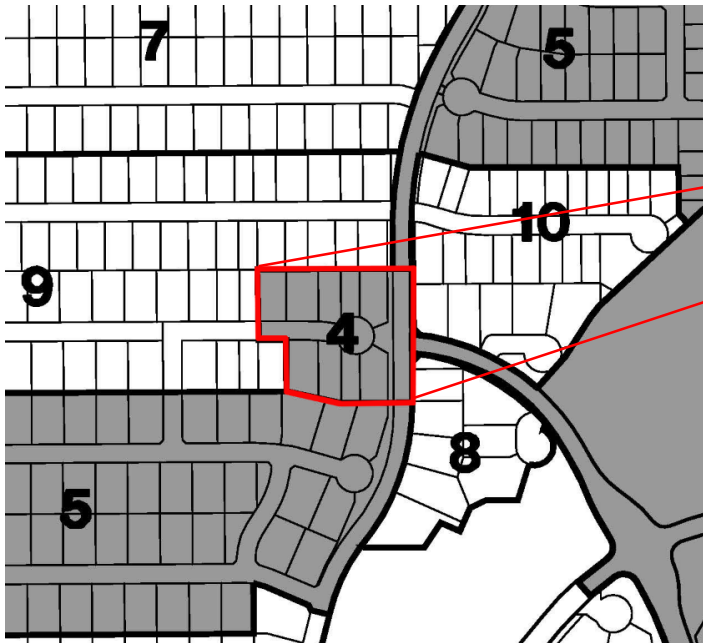
July 14, 2020

Attachment: Staff Presentation (Mustang Lakes Phase 4- PID Levy)



Attachment: Staff Presentation (Mustang Lakes Phase 4- PID Levy)

Phasing Exhibit



Attachment: Staff Presentation (Mustang Lakes Phase 4- PID Levy)

PID Overview

- 9 lots
- Estimated Improvement cost: \$392,000
- Estimated PID assessment amount: \$167,000

PID Assessment

Assessment per Unit

86' Lot (2)	\$43,066
74' Lot (3)	\$37,359
60' Lot (2)	\$30,094
50' Lot (2)	\$24,906

PID Timeline

- ~~January 24, 2008 – PID Petition Resolution~~
- ~~February 11, 2008 – PID Creation Resolution~~
- ~~June 9, 2020 – Pre-SAP Resolution~~
- July 14, 2020 – SAP/Levy Ordinance

Recommendation

- Staff recommends approval as presented

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #4 ASSESSMENT ROLL FOR THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #4 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #4 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE PHASE #4 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 24, 2008, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on February 11, 2008, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services (the "Authorized Improvements") described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2008-06R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Lakes at Mustang Ranch Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, the City has previously issued \$9,000,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project) (the "Phase #1 Bonds") that are secured by special assessments

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

levied on the Phase #1 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has previously issued \$13,150,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phases #2-9 Major Improvement Project) (the "Phases #2-9 Bonds") that are secured by special assessments levied on the Phases #2-9 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, on June 9, 2020, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #4 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Phase #4 of the District (the "Phase #4 Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Phase #4 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #4 Assessments against the property within Phase #4 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on June 10, 2020 the City Secretary filed the Phase #4 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on June 19, 2020 in *The Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Phase #4 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on July 14, 2020, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #4 Assessment Roll, and the proposed Phase #4 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #4 Assessments, the allocation of the Actual Costs of the Authorized Improvements to be undertaken for the benefit of the Phase #4 Assessed Property (as defined in the Service and Assessment Plan) (the "Phase #4 Improvements"), the purposes of the Phase #4 Assessments, the special benefits of the Phase #4 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #4 Assessments; and

WHEREAS, the City Council finds and determines that the Phase #4 Assessment Roll and The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan, dated January 13, 2015, as updated for Phase #2 on December 13, 2016, as updated for Phase #3 on December 10, 2019, and as updated for Phase #4 on July 14, 2020, in a form

substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager and the City's land use attorney (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved, and that the Phase #4 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #4 Assessment Roll attached thereto as Appendix J (the "Phase #4 Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #4 Improvements (as described in the Service and Assessment Plan), the Phase #4 Assessment Roll, or the levy of the Phase #4 Assessments against the Phase #4 Assessed Property; and

WHEREAS, the owners (the "Landowners" or the "Assessed Parties"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #4 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of the Service and Assessment Plan, approval of the Phase #4 Assessment Roll, approval of this Ordinance, and approval of the levy of the Phase #4 Assessments against their property located within Phase #4 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #4 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Phase #4 Assessed Property will receive from the construction of the Phase #4 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Phase #4 Improvements, and has been reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as **Exhibit A**;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #4 Improvements to be assessed against the Phase #4 Assessed Property in Phase #4 of the District as Phase #4 Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #4 Improvements;

(d) All of the real property in Phase #4 of the District which is being assessed in the amounts shown in the Phase #4 Assessment Roll will be benefited by the Phase #4 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #4 Assessed Property will receive special benefits in each year equal to or greater than each annual installment of the Phase #4 Assessment against such property and will receive special benefits during the term of the Phase #4 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #4 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #4 Improvements and the Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs and the Administrative Expenses;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phase #4 Assessment Roll should be approved as the Phase #4 Assessment Roll for the Phase #4 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #4 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #4 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #4 Assessments should be approved and will expedite collection of the Phase #4 Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #4 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as

required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #4 Assessment Roll.

The Phase #4 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #4 Assessment Roll of the District.

Section 5. Levy and Payment of Phase #4 Assessments for Actual Costs of the Phase #4 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #4 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan) located within Phase #4 of the District, as shown and described in the Service and Assessment Plan and the Phase #4 Assessment Roll, in the respective amounts shown on the Phase #4 Assessment Roll as a special assessment on the properties set forth in the Phase #4 Assessment Roll.

(b) The levy of the Phase #4 Assessments shall be effective on the date of execution of this Ordinance levying the Phase #4 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Phase #4 Assessments shall be as described in the Service and Assessment Plan and the PID Act. The collection of the first Annual Installment of the Phase #4 Assessments hereby levied against each parcel of Phase #4 Assessed Property shall commence upon: (A) satisfaction of the requirements of Section 13.2(c) of the trust indenture relating to the Phases #2-9 Bonds, and, in any event, (B) the earlier of: (i) September 1st following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more series of bonds secured by the Phase #4 Assessments, or (iii) September 1st following the two year anniversary of the levy of Phase #4 Assessments against the Phase #4 Assessed Property pursuant to this Ordinance.

(d) Each Phase #4 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Phase #4 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Phase #4 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Phase #4 Improvements and the Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Phase #4 Assessments.

Delinquent Phase #4 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Phase #4 Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #4 Assessed Property subject to a Phase #4 Assessment may prepay Phase #4 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #4 Assessed Property, including without limitation such Landowners' obligations related to payment of the Phase #4 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #4 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of each parcel of Phase #4 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Phase #4 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) **Appointment of Administrator.**

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Phase #4 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) **Appointment of Temporary Collector.**

The City's Assistant City Manager is hereby appointed and designated as the temporary collector of the Phase #4 Assessments (the "Collector"). The Collector shall serve in such

capacity until such time as the City shall arrange for the Collector's duties to be performed by the Collin County Tax Assessor and Collector, or another qualified collection agent selected by the City.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Phase #4 Assessments by the City.

Section 12. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #4 Assessment Roll, to be recorded in the real property records of Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council.

Section 13. Severability.

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

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Phase #4 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this the 14th day of July, 2020.

CITY OF CELINA, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Sean Terry and Vicki Tarrant, Mayor and City Secretary, respectively, of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

EXHIBIT A

Service and Assessment Plan

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

January 13, 2015

As updated for Phase #2 on December 13, 2016, updated
for Phase #3 on December 10, 2019, and updated for Phase
#4 on July 14, 2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 10, 2008 (the “Creation Date”) the City Council of the City of Celina, Texas (the "City") passed Resolution No. 2008-06R approving and authorizing the creation of The Lakes at Mustang Ranch Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID (the “Authorized Improvements”), all of which is located within the City.

The property in the PID is proposed to be developed in approximately nine phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and 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. The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must 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 costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix F and G of 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, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include: (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (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 include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

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

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and 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.

“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 F, Appendix G, Appendix H, Appendix I, and Appendix J, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Prepayment Reserve described in Section V of this Service and Assessment Plan, and (iii) the Delinquency Reserve in Section V of this Service and Assessment Plan.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, each annual payment of: (i) that portion of each Assessment allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Rolls attached hereto as Appendix F and Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI 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 the property that benefits from the Authorized Improvements to be provided by 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, consisting of the PID Bond Portion and the City Improvement Portion, imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

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

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

“Assessment Roll” means, as applicable, the Phases #2-9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, Phase #4 Assessment Roll, an Assessment Roll for Future Phases of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

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

“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 in one or more series and secured in whole or in part by the Assessment Revenues.

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

“City” means the City of Celina, Texas.

“City Contributed Grant Amount” means, with respect to each Parcel, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property and the property in the Parks at Wilson Creek Public Improvement District (the “Parks PID”) during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contribution Major Improvements in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan. Such payments are not pledged to the Bonds.

“City Contributed Major Improvements” mean those water and sewer Major Improvements described in Section III of this Service and Assessment Plan, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“City Improvement Portion” means the portion of the Assessment allocable to the City Contributed Major Improvements.

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

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

“Delinquency Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.H of this Service and Assessment Plan.

“Developer” means Celina 682 Partners, L.P., a Texas limited partnership.

“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.

“Future Phases” means Phases that are fully developed after Phase #1, Phase #2, Phase #3, and Phase #4, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a home owners’ association.

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

“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 one acre lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 43,560 square feet size and a minimum lot width of 80 feet, as permitted by the Planned Development Regulations.

“Lot Type 2” means lots identified as 100 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 15,000 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

“Lot Type 3” means lots identified as 86 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 12,040 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

“Lot Type 4” means lots identified as 74 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 9,620 square feet size and a minimum lot width of 70 feet, as permitted by the Planned Development Regulations.

“Lot Type 5” means lots identified as 60 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 7,500 square feet size and a minimum lot width of 60 feet, as permitted by the Planned Development Regulations.

“Lot Type 6” means lots identified as 50 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 6,000 square feet size and a minimum lot width of 50 feet, as permitted by the Planned Development Regulations.

“Major Improvements” or “MI” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. 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.I.

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

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the 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, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

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

“Phases #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #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 G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phase #1 Project)" that are secured by Phase #1 Assessment Revenues.

“Phase #1 Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.C.

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

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

“Phases #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 H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

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

“Phase #3” means the third Phase to be developed, identified as “Phase #3” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Phase #3 Assessed Property” means all Parcels within Phase #3 other than Non-Benefited Property and shown in the Phase #3 Assessment Roll against which an Assessment relating to the Phase #3 Improvements is levied.

“Phases #3 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for the Phase #3 Improvements.

“Phase #3 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix I, 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 #3 Improvements” mean the Authorized Improvements which only benefit Phase #3 Assessed Property and are described in Section III.E.

“Phase #4” means the fourth Phase to be developed, identified as “Phase #4” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix J.

“Phase #4 Assessed Property” means all Parcels within Phase #4 other than Non-Benefited Property and shown in the Phase #4 Assessment Roll against which an Assessment relating to the Phase #4 Improvements is levied.

“Phases #4 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #4 Assessed Property, or the Annual Installments thereof, for the Phase #4 Improvements.

“Phase #4 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix J, 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 #4 Improvements” mean the Authorized Improvements which only benefit Phase #4 Assessed Property and are described in Section III.F.

“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 located within the Phase in question.

“Phases #2-9” mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2-9 Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

“Phases #2-9 Major Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phases #2-9 and are described in Section III.C.

“Phases #2-9 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-9 Assessed Property, or the Annual Installments thereof, for the pro rata portion of the Major Improvements allocable to Phases #2-9.

“Phases #2-9 Major Improvement 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.

“Phases #2-9 Major Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phases #2-9 Major Improvement Project)" that are secured by Phases #2-9 Major Improvement Assessment Revenues.

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

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

“PID Bond Portion” means the portion of the Assessment allocable to the principal and interest on the Bonds.

“Planned Development Regulations” means the development regulations included as Exhibit D to the Amended and Restated Development Agreement dated as of October 23, 2014, and recorded in the Official Public Records of Collin County, Texas, on November 7, 2014, at document number 20141107001222280.

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

“Prepayment Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.G of this Service and Assessment Plan.

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

“Reimbursement Agreement” means each installment sales contract or reimbursement agreement between the City and the Developer permitted by Section 372.023(d)(1) of the Act.

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

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

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

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 682 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,772 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the PID. The estimated number of Lots (1,772) and the classification of each Lot are based upon the proposed development plan.

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

Table II-A
Proposed Development

Proposed Development Type	Quantity	Measurement
Single Family Residential – One acre	48	units
Single Family – 100 Ft	18	units
Single Family – 86 Ft	163	units
Single Family – 74 Ft	458	units
Single Family – 60 Ft	495	units
Single Family – 50 Ft	590	units
Total	1,772	units

B. PROPERTY INCLUDED IN PHASE #1, PHASE #2, PHASE #3, PHASE #4 AND PHASES #2-9

Phase #1 consists of 335 single family residential units developed as Phase #1 on approximately 178 acres as further described in Section III. Phase #2 consists of 360 single family residential units developed as Phase #2 on approximately 104 acres as further described in Section III. Phase #3 is projected to consist of 195 single family residential units to be developed as Phase #3 on approximately 72 acres, as further described in Section III. Phase #4 is projected to consist of nine single family residential units to be developed as Phase #4 on approximately 3.007 acres, as further described in Section III. Phases #2-9 (including the 360 lots in Phase #2, 195 lots in Phase #3, and 9 lot in Phase #4) consist of approximately 504 acres and are projected to consist of approximately 1,437 residential units. A map of the property within Phase #1, Phase #2, Phase #3, Phase #4, and Phases #2-9 and depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #1 of the PID has been developed as summarized in Table II-B on the following page.

Table II-B
Proposed Development – Phase #1

Lot Type	Quantity	Measurement
Single Family Residential – One acre	18	units
Single Family – 100 Ft	0	units
Single Family – 86 Ft	48	units
Single Family – 74 Ft	56	units
Single Family – 60 Ft	104	units
Single Family – 50 Ft	109	units
Total	335	units

The property within Phase #2 of the PID has been developed as summarized in Table II-C below.

Table II-C
Proposed Development – Phase #2

Lot Type	Quantity	Measurement
Single Family Residential – One acre	0	units
Single Family – 100 Ft	4	units
Single Family – 86 Ft	49	units
Single Family – 74 Ft	68	units
Single Family – 60 Ft	68	units
Single Family – 50 Ft	171	units
Total	360	units

The property within Phase #3 of the PID is proposed to be developed as summarized in Table II-D below.

Table II-D
Proposed Development – Phase #3

Lot Type	Quantity	Measurement
Single Family Residential – One acre	0	units
Single Family – 100 Ft	0	units
Single Family – 86 Ft	25	units
Single Family – 74 Ft	88	units
Single Family – 60 Ft	82	units
Single Family – 50 Ft	0	units
Total	195	units

The property within Phase #4 of the PID is proposed to be developed as summarized in Table II-E on the following page.

Table II-E
Proposed Development – Phase #4

Lot Type	Quantity	Measurement
Single Family – One Acre	0	units
Single Family – 100 Ft	0	units
Single Family – 86 Ft	2	units
Single Family – 74 Ft	3	units
Single Family – 60 Ft	2	units
Single Family – 50 Ft	2	units
Total	9	units

C. PROPERTY INCLUDED IN FUTURE PHASES

As Phases are developed, it is anticipated that additional Bonds will be issued for each new Phase. In connection with the issuance of each new series of Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase as shown for Phase #1 in Section B above. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J.

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

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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;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagram included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. DESCRIPTION OF ESTIMATED COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The estimated costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the Equivalent Units as calculated and shown in Appendix D using the planned lot types and anticipated number of lots.

The Major Improvements include the City Contributed Major Improvements. The estimated costs of the Major Improvements (excluding the City Contributed Major Improvements) are shown in Table III-A. The costs shown in Table III-A are current estimates and may be revised in Annual Service Plan Updates.

Road Improvements:

The roadway portion of the Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements have been constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Major Improvements includes sanitary sewer mains of various diameters, generally 6-12 inches, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements have been constructed according to City standards.

Table III-A
Estimated Major Improvement Costs
(Excluding the City Contributed Major Improvements)

Authorized Improvements	Total Estimated Major Improvement Costs
Road Improvements including right-of-way	\$10,366,268
Water distribution system improvements	\$918,591
Sanitary sewer collection system improvements	\$1,651,669
Storm sewer collection system improvements	\$1,768,948
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$427,195
Total – Major Improvement Costs	\$15,132,671

City Contributed Major Improvements

The estimated costs of the City Contributed Major Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID. The total estimates for the City Contributed Major Improvements costs of \$25,685,000 and the prorated amount of \$3,730,000 of such costs allocated to the PID have been provided by the City.

The water distribution system portion of the City Contributed Major Improvements based on the water models will include a combination of trunk main of various diameters, generally 12-inch and 24-inch, that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards.

The wastewater system portion of the City Contributed Major Improvements based on waste water system models will include a combination of sanitary sewer trunk mains of various, generally 18-24 inches in diameter, that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards.

Table III-B
Estimated City Contributed Major Improvements

Authorized Improvements	Total Estimated City Contributed Major Improvement Costs	Prorated Share Benefiting the PID Property
Water distribution system improvements	\$11,185,000	\$1,595,538
Sewer collection system improvements	\$11,238,300	\$1,603,141
Contingency and other costs	\$3,261,700	\$531,321
Total – City Contributed Major Improvement	\$25,685,000	\$3,730,000

The costs shown in Table III-B are current estimates and may be revised in Annual Service Plan Updates.

C. DESCRIPTION OF ESTIMATED COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #1 Improvements are shown in Table III-C.

Road Improvements:

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devices. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements have been constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #1 Improvements include 12-inch PVC waterlines, 6-inch and 12-inch gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #1 Improvements includes 8-inch PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.Ps, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #1 storm drainage collection system improvements have been constructed according to City standards.

Table III-C
Phase #1 Improvement Costs

Authorized Improvements	Total Phase #1 Improvement Costs
Road improvements	\$3,039,827
Water distribution system improvements	\$1,108,794
Sanitary sewer collection system improvements	\$943,787
Storm sewer collection system improvements	\$651,432
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$626,775
<i>Subtotal – Estimated Phase #1 Improvement Costs</i>	<i>\$6,370,615</i>
Add: Proportional share of estimated Major Improvement Costs (excluding City Contributed Major Improvements) ¹	\$2,839,556
Total Phase #1 Improvement Costs (excluding City Contributed Major Improvements)	\$9,210,171

¹ See Section V(C) for allocation of Major Improvement costs to Phase #1.

The costs shown in Table III-C for the proportional share of estimated Major Improvement Costs (excluding City Contributed Major Improvements) are current estimates and may be revised in Annual Service Plan Updates. 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).

D. DESCRIPTION OF ESTIMATED COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #2 Improvements are shown in Table III-D.

Road Improvements:

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devices. The Phase #2 roadway improvements have been constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #2 Improvements include 8-inch PVC waterlines, 6-inch and 8-inch gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #2 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #2 Improvements includes 8-inch PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #2 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.Ps, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #2 storm drainage collection system improvements have been constructed according to City standards.

Table III-D
Phase #2 Improvement Costs

Authorized Improvements	Total Estimated Phase #2 Improvement Costs
Road improvements	\$2,170,986
Water distribution system improvements	\$740,466
Sanitary sewer collection system improvements	\$826,596
Storm sewer collection system improvements	\$914,871
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$761,108
Total Estimated Phase #2 Improvement Costs (excluding City Contributed Major Improvements)	\$5,414,027

Additional details of the Phase #2 Improvements are shown in Appendix B attached to this Service and Assessment Plan.

E. DESCRIPTION OF ESTIMATED COSTS OF PHASE #3 IMPROVEMENTS

The Phase #3 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #3 Improvements are shown in Table III-E. The costs shown in Table III-E are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Phase #3 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devices. The Phase #3 roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #3 Improvements include 8-inch PVC waterlines, 6-inch and 8-inch gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #3 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #3 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #3 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #3 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.Ps, curb inlets, headwalls, detention structures and trench safety. The Phase #3 storm drainage collection system improvements will be constructed according to City standards.

Table III-E
Estimated Phase #3 Improvement Costs

Authorized Improvements	Total Estimated Phase #3 Improvement Costs
Road improvements	\$1,919,000
Water distribution system improvements	\$727,000
Sanitary sewer collection system improvements	\$554,000
Storm sewer collection system improvements	\$965,000
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$212,000
Total Estimated Phase #3 Improvement Costs (excluding City Contributed Major Improvements)	\$4,377,000

The costs of the Major Improvements and the City Contributed Major Improvements applicable to Phase #3 have already been accounted for as part of the Phase #2-9 Major Improvement Area. As a result, there are no prorata amounts of the costs of the Major Improvements and the City Contributed Major Improvements to be included as part of Phase #3 Improvements and shown in Table III-E.

F. DESCRIPTION OF ESTIMATED COSTS OF PHASE #4 IMPROVEMENTS

The Phase #4 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #4 Improvements are shown in Table III-F. The costs shown in Table III-

F are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Phase #4 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #4 roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #4 Improvements include 8-inch PVC waterlines and miscellaneous fittings. The Phase #4 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #4 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #4 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #4 Improvements includes pre and post development erosion control, silt fences, various size R.C.Ps, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #4 storm drainage collection system improvements will be constructed according to City standards.

Table III-F
Estimated Phase #4 Improvement Costs

Authorized Improvements	Total Estimated Phase #4 Improvement Costs
Road improvements	\$222,000
Water distribution system improvements	\$48,000
Sanitary sewer collection system improvements	\$33,000
Storm sewer collection system improvements	\$33,000
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$56,000
Total Estimated Phase #4 Improvement Costs (excluding City Contributed Major Improvements)	\$392,000

The costs of the Major Improvements and the City Contributed Major Improvements applicable to Phase #4 have already been accounted for as part of the Phase #2-9 Major Improvement Area.

As a result, there are no prorata amounts of the costs of the Major Improvements and the City Contributed Major Improvements to be included as part of Phase #4 Improvements and shown in Table III-F.

The costs shown in Tables III-A, III-B, III-D, III-E, and III-F are estimates and may be revised in Annual Service Plan Updates. The detailed costs of the Authorized 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).

G. FUTURE PHASE AUTHORIZED IMPROVEMENTS

As Phases are developed, additional Phased Bonds will be issued to finance Authorized Improvements for each Future Phase. As Phased PID Bonds are issued for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Phased PID Bonds that benefit each Phase (e.g., a Table III-G will be added to show the estimated costs for Phase #5 Authorized Improvements, etc.).

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. The Major Improvements financed with the Phases #2-9 Major Improvement Bonds, the Phase #1 Improvements financed with the Phase #1 Bonds, the City Contributed Major Improvements, and the Phase #2 Improvements have been constructed and accepted by the City. The Phase #3 Improvements are under construction and are expected to be complete in July 2020. Phase #4 is under development and it is anticipated that construction of the Phase #4 Improvements will be complete and accepted by the City in July 2020. After Phase #4 is developed, it is anticipated that Phase #5 will begin development, and so on, with each Future Phase to be subsequently developed corresponding to the updates to this Service and Assessment Plan related to that development.

The estimated Actual Costs for Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$32,777,224 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 estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A.1 summarizes the sources and uses of funds required to construct the Major Improvements (excluding the City Contributed Major Improvements) to be financed with the Phases #2-9 Major Improvement Bonds and Phase #1 Bonds, the City Contributed Major Improvements to be financed with the sum of the Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits, the Phase #1 Improvements to be financed with the Phase #1 Bonds, establish the PID, and issue the Phase #1 PID Bonds and the Phases #2-9 Major Improvement 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 Actual Costs.

Table IV-A.2 summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the Phase #2 Assessment Revenues. The sources and uses of funds shown in Table IV-A.2 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-A.3 summarizes the sources and uses of funds required to construct the Phase #3 Improvements to be financed with the Phase #3 Assessment Revenues. The sources and uses of funds shown in Table IV-A.3 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-A.4 summarizes the sources and uses of funds required to construct the Phase #4 Improvements to be financed with the Phase #4 Assessment Revenues. The sources and uses of

funds shown in Table IV-A.4 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-A.5 will be included to add Phase #5, etc.).

Bonds have been issued starting in 2015 to finance the Major Improvements (excluding the City Contributed Major Improvements) and Phase #1 Improvements. The City Contributed Major Improvements will be financed by the City and the City will be reimbursed for such expenditures with the sum of each Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits.

Table IV-A.1 on the following page shows the sources and uses of the Bonds, the Reimbursement Agreement for Future Phases Major Improvements, and the City Contributed Major Improvements.

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Table IV-A.1
Estimated Sources and Uses – Major Improvement Area and Phase #1

Sources of Funds	Phases #2-9 for Major Improvement Area			City Contributed Major Improvements	Total
	Phases # 2-9 Major Improvement Area Bonds	Reimbursement Agreement	Phase #1 Bonds		
Estimated Bond par amount	\$13,150,000	\$5,000,000	\$9,000,000	\$0	\$27,150,000
City Contribution	\$0	\$0	\$0	\$3,730,000	\$3,730,000
Developer Contribution	\$0	\$0	\$1,910,068 ¹	\$0	\$1,910,068
Total Sources	\$13,150,000	\$5,000,000	\$10,910,068	\$3,730,000	\$32,790,069
Uses of Funds					
<u>Major Improvements</u>					
Road improvements	\$6,315,471	\$2,105,628	\$1,945,169	\$0	\$10,366,268
Water distribution system improvements	\$468,504	\$277,719	\$172,368	\$1,595,538	\$2,574,129
Sanitary sewer improvements	\$859,158	\$482,585	\$309,926	\$1,603,141	\$3,254,810
Storm drainage improvements	\$712,550	\$724,465	\$331,933	\$0	\$1,768,948
Other soft and miscellaneous costs	\$222,589	\$124,446	\$80,161	\$531,321	\$958,516
<i>Subtotal</i>	<i>\$8,578,271</i>	<i>\$3,714,843</i>	<i>\$2,839,556</i>	<i>\$3,730,000</i>	<i>\$18,862,671</i>
<u>Phase 1 Improvements</u>					
Road improvements	\$0	\$0	\$3,039,827	\$0	\$3,039,827
Water distribution system improvements	\$0	\$0	\$1,108,794	\$0	\$1,108,794
Sanitary sewer improvements	\$0	\$0	\$943,787	\$0	\$943,787
Storm drainage improvements	\$0	\$0	\$651,432	\$0	\$651,432
Other soft and miscellaneous costs	\$0	\$0	\$626,775	\$0	\$626,775
<i>Subtotal</i>	<i>\$0</i>	<i>\$0</i>	<i>\$6,370,615</i>	<i>\$0</i>	<i>\$6,370,615</i>
Estimated debt service reserve	\$1,073,375	\$500,000	\$727,844	\$0	\$2,301,219
Estimated capitalized interest	\$1,590,250	\$321,500	\$456,939	\$0	\$2,368,689
Estimated Bond issue costs	\$1,908,104	\$463,267	\$515,114	\$0	\$2,886,875
Total Uses	\$13,150,000	\$5,000,000	\$10,10,068	\$3,730,000	\$32,790,069

Note – 1 – The Developer contribution amount includes amount deposited for Phase #1 Bonds and Phase #1 share of future estimated Major Improvement costs and includes the Actual Costs for the Phase #1 Improvements paid for directly by the Developer. See Appendix B for details of the Phase #1 share of future estimated Major Improvement costs.

The Phase #1 Bonds shown in Table IV-A.1 were issued in 2015 were being used to pay and/or reimburse the Developer for the costs of Phase #1 Improvements.

The Phases #2-9 Major Improvement Bonds shown in Table IV-A.1 were issued in 2015. The Phases #2-9 Major Improvement Bonds issued in 2015 are being used to pay and/or reimburse the Developer for a portion of the costs of Phases #2-9 Major Improvements. The remaining costs of Phases #2-9 Major Improvements are being financed in accordance with the Reimbursement Agreement dated as of December 9, 2014 (as supplemented by an addendum dated December 13, 2016), which is anticipated to be replaced by the second series of Phases #2-9 Major Improvement Area Bonds and Phased PID Bonds, as applicable. A second series of Phases #2-9 Major

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Improvement Bonds may be issued in the future after some or all of the remaining Phases #2-9 Major Improvements are constructed and will be used to pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phases #2-9 Major Improvements.

Table IV-A.2 below shows the sources and uses of the Reimbursement Agreement obligation for Phase #2 Improvements.

Table IV-A.2
Estimated Sources and Uses –Phase #2 Improvements

Sources of Funds	Reimbursement Agreement for Phase #2 Improvements	
	Improvements	Total
Assessments	\$5,300,000	\$5,300,000
City Contribution	\$0	\$0
Developer Contribution	\$114,027	\$114,027
Total Sources	\$5,414,027	\$5,414,027
Uses of Funds		
<i><u>Phase#2 Improvements</u></i>		
Road improvements	\$2,170,986	\$2,170,986
Water distribution system improvements	\$740,466	\$740,466
Sanitary sewer improvements	\$826,596	\$826,596
Storm drainage improvements	\$914,871	\$914,871
Other soft and miscellaneous costs	\$761,108	\$761,108
<i>Subtotal</i>	<i>\$5,414,027</i>	<i>\$5,414,027</i>
Estimated Bond issue costs	\$0	\$0
Total Uses	\$5,414,027	\$5,414,027

The costs of Phases #2 Improvements are anticipated to be reimbursed to the Developer through the Reimbursement Agreement. The City may elect to issue one or more series of Bonds (the “Phase #2 Bonds”) secured by the Phase #2 Assessments to finance the costs of the Phase #2 Improvements, including paying any amounts owed for the Phase #2 Improvements under the Reimbursement Agreement. It is anticipated that in 2020 or 2021 the City may consider issuing such Phase #2 Bonds and pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #2 Improvements.

Table IV-A.3 on the following page shows the sources and uses of the Reimbursement Agreement obligation for Phase #3 Improvements.

Table IV-A.3
Estimated Sources and Uses –Phase #3 Improvements

Sources of Funds	Reimbursement Agreement for Phase #3 Improvements	
		Total
Assessments	\$3,700,000	\$3,700,000
City Contribution	\$0	\$0
Other funding sources	\$677,000	\$677,000
Total Sources	\$4,377,000	\$4,377,000
Uses of Funds		
<u>Phase#3 Improvements</u>		
Road improvements	\$1,919,000	\$1,919,000
Water distribution system improvements	\$727,000	\$727,000
Sanitary sewer improvements	\$554,000	\$554,000
Storm drainage improvements	\$965,000	\$965,000
Other soft and miscellaneous costs	\$212,000	\$212,000
<i>Subtotal</i>	<i>\$4,377,000</i>	<i>\$4,377,000</i>
Estimated Bond issue costs	\$0	\$0
Total Uses	\$4,377,000	\$4,377,000

The costs of Phases #3 Improvements are anticipated to be financed through the Reimbursement Agreement. The City may elect to issue one or more series of Bonds (the “Phase #3 Bonds”) secured by the Phase #3 Assessments to finance the costs of the Phase #3 Improvements, including paying any amounts owed for the Phase #3 Improvements under the Reimbursement Agreement. It is anticipated that in 2020 or 2021 the City may consider issuing such Phase #3 Bonds and pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #3 Improvements.

Table IV-A.4 on the following page shows the sources and uses of the Reimbursement Agreement obligation for Phase #4 Improvements.

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Table IV-A.4
Estimated Sources and Uses –Phase #4 Improvements

Sources of Funds	Reimbursement Agreement for Phase #4 Improvements	Total
Assessments	\$167,000	\$167,000
City Contribution	\$0	\$0
Developer Contribution	\$225,000	\$225,000
Total Sources	\$392,000	\$392,000
Uses of Funds		
<i><u>Phase#2 Improvements</u></i>		
Road improvements	\$222,000	\$222,000
Water distribution system improvements	\$48,000	\$48,000
Sanitary sewer improvements	\$33,000	\$33,000
Storm drainage improvements	\$33,000	\$33,000
Other soft and miscellaneous costs	\$56,000	\$56,000
<i>Subtotal</i>	<i>\$392,000</i>	<i>\$392,000</i>
Estimated Bond issue costs	\$0	\$0
Total Uses	\$392,000	\$392,000

The costs of Phases #4 Improvements are anticipated to be financed through the Reimbursement Agreement. The City may elect to issue one or more series of Bonds (the “Phase #4 Bonds”) secured by the Phase #4 Assessments to finance the costs of the Phase #4 Improvements, including paying any amounts owed for the Phase #4 Improvements under the Reimbursement Agreement. It is anticipated that in 2020 or 2021 after some or all of the Phase #4 Improvements are constructed, the City may consider issuing such Phase #4 Bonds and pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #4 Improvements.

As Future Phases are developed, additional Bonds are anticipated to be issued for each new future phase improvements. Phase #2 Bonds may be issued to finance the Authorized Improvements required for Phase #2, Phase #3 Bonds may be issued to finance the Authorized Improvements required for Phase #3, Phase #4 Bonds may be issued to finance the Authorized Improvements required for Phase #4, and future Phased PID Bonds may be issued as each future phase is developed. Each future Phased PID Bond may also be issued in one or more series of Bonds. The projected chronology of the Bonds anticipated to be issued for the first three phases is presented below. This chronology will be updated in the Annual Service Plan Updates as development begins for each Future Phase.

Series 2015 - Phase #1 Bonds to finance (i) the pro-rata costs of the Major Improvements (excluding the City Contributed Major Improvements) allocable to Phase #1 and, (ii) a portion of the Authorized Improvements that benefit only Phase #1.

Phases #2-9 Major Improvement Bonds to finance the pro-rata costs of the Major Improvements (excluding the City Contributed Major Improvements) allocable to Phases #2-9 that benefit only Phases #2-9. It is possible the balance will be funded by a subsequent 'B' financing for the Phases #2-9 Major Improvements once the development within Phases #2-9 is commenced.

Series _____ Phase #2A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #2 and the remaining pro-rata costs of the Major Improvements allocable to Phases #2-9. It is possible that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure [to maintain a prudent value to lien ("VtL")] and the balance of the Phases #2-9 Major Improvements, instead of being financed by the "A" financing, will be funded by a subsequent 'B' financing once the development within Phases #2-9 is commenced.

Series _____ Phase #2B parity bonds to complete the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #2.

Series _____ Phase #3A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #3.

Series _____ Phase #3B parity bonds to fund the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #3. The Bonds for the remaining Phases will be issued as the development progresses and the estimated timeline may be updated in subsequent Annual Service Plan Updates.

Series _____ Phase #4 Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #4, and

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

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Developer Contribution
2014	\$295,000	\$295,000	\$0
2015	\$25,464,069	\$24,425,000	\$1,039,069
2016	\$6,460,000	\$6,460,000	\$0
2017	\$0	\$0	\$0
2018	\$5,858,155	\$5,000,000	\$858,155
2019	\$4,377,000	\$3,700,000	\$670,000
2020	\$392,000	\$167,000	\$225,000
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
Total	\$42,846,224	\$40,047,000	\$2,792,224

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Major Improvements (excluding the City Contributed Major Improvements) shown in Table III-A, the Phase #1 Improvements shown in Table III-C, the Phase #2 Improvements shown in Table III-D, the Phase #3 Improvements shown in Table III-E, the Phase #4 Improvements shown in Table III-F, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A.1, Table IV-A.2, Table IV-A.3, and Table IV-A.4. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Phased PID Bonds, this Table IV-B will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails 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 #1 Bonds and the Phases #2-9 Major Improvement Bonds to be issued in 2015, subsequent financings may be issued over the upcoming decade as the nine subsequent phases (Phases #2, #3, #4 etc.) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The 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 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 Bonds will maintain a prudent VtL within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific portion of Authorized Improvements within a Phase may not fund all of the necessary Authorized Improvements because the property value is not high enough to support the entire debt load 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 can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements and Phase #1 Improvements shall be allocated as described on the following page.

1. The Major Improvement and Phase #1 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 in to 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 prices 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 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 Major Improvement costs are proportionally allocated to the Phases #2-9 Assessed Property and the Phase #1 Assessed Property based on the ratio of total Equivalent Units calculated for the Phases #2-9 Assessed Property and the Phase #1 Assessed Property.
6. The Phases #2-9 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2-9 Assessed Property based on the total Equivalent Units calculated for each Parcel.
7. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units calculated for each Parcel.
8. The Phase #2 Improvement Costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units calculated for each Parcel.
9. The Phase #3 Improvement Costs are allocated to each Parcel within the Phase #3 Assessed Property based on the total Equivalent Units calculated estimated for each Parcel.
10. The Phase #4 Improvement Costs are allocated to each Parcel within the Phase #4 Assessed Property based on the total Equivalent Units calculated for each Parcel.

Table V-A provides the allocation of costs of the Authorized Improvements constituting Major Improvements (excluding City Contributed Major Improvements) and Phase #1 Improvements. The Annual Installment Allocable to the City Contributed Major Improvements are allocated to the Phase #1 Assessed Property and the Phases #2-9 Assessed Property in the same manner using the allocation percentages calculated in Table V-A, as presented in Appendix E.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, at this time Parcels are only assessed for the special benefits conferred upon the Parcel because of the Major Improvements, Phase #1 Improvements, City Contributed Major Improvements, Phase #2 Improvements and Phase #3 Improvements.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently: (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3 Improvements, and the Phase #4 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 Phases #2-9 Assessed Property, the Phase #2 Assessed Property, the Phase #3 Assessed Property, and the Phase #4 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3 Improvements, and the Phase #4 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

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 Act. These 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 public improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (Dictionary of Real Estate Appraisal, Third Edition.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the public improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer’s option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments 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 property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the Assessed Property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of estimated costs for each Major Improvement (excluding the City Contributed Major Improvements). The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 contains 335 residential units. As shown in Appendix D, the total Equivalent Units for Phase #1 is recalculated as 210.80. Phases #2-9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,099.19 (i.e., $210.80 + 888.39 = 1,099.19$). As a result, 19.18 percent of the estimated costs of Major Improvements (i.e. $210.80 \div 1,099.19 = 18.76\%$) are allocated to the Phase #1 Assessed Property and 81.24 percent of the estimated costs Major Improvements (i.e., $888.39 \div 1,099.19 = 81.24\%$) are allocated to the Phases #2-9 Assessed Property. The Phases #2-9 Major Improvement Bonds funded the proportionate share of the estimated costs of the Major Improvements (excluding the City Contributed Major Improvements) allocated to Phases #2-9; and, Phase #1 Bonds funded Phase

#1's proportionate share of the estimated costs of the Major Improvements (excluding the City Contributed Major Improvements).

Table V-A
Allocation of Major Improvement Costs
(excluding City Contributed Major Improvements)

Authorized Improvement	Total Estimated Costs
Road improvements	\$10,366,268
Water improvements	\$918,591
Sanitary sewer Improvements	\$1,651,669
Storm Drainage Improvements	\$1,768,948
Other Soft and miscellaneous costs	\$427,195
<i>Total Major Improvements</i>	<i>\$15,132,671</i>
<i>Phase #1</i>	
Projected total Equivalent Units ¹	210.80
% of total Equivalent Units	19.18%
Proportionate share of costs	\$2,902,107
<i>Phases #2-9</i>	
Projected total Equivalent Units ¹	888.39
% of total Equivalent Units	80.82%
Proportionate share of costs	\$12,230,564

1 – See Appendix D for the detailed recalculation of Equivalent Units

Phase #2 contains 360 residential units. As shown in Appendix D, the total Equivalent Units for Phase #2 is calculated as 214.67. Phases #2-9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. As a result, 24.16 percent of the estimated costs of Major Improvements (i.e. $214.67 \div 888.39 = 24.16\%$) originally allocated to the Phases #2-9 Assessed Property are applicable to the Phase #2 Assessed Property and was reallocated Phase #2 Assessed Property when separate Parcels were created for Phase #2.

Phase #3 is projected to contain 195 residential units. As shown in Appendix D, the total Equivalent Units for Phase #3 is calculated as 131.67. Phases #2-9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. As a result, 14.82 percent of the estimated costs of Major Improvements (i.e. $131.67 \div 888.39 = 14.82\%$) originally allocated to the Phases #2-9 Assessed Property are applicable to the Phase #3 Assessed Property and will be reallocated to the Phase #3 Assessed Property once separate Parcels are created for Phase #3.

Phase #4 is projected to contain 9 residential units. As shown in Appendix D, the total Equivalent Units for Phase #4 is calculated as 5.94. Phases #2-9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. As a result, 0.67 percent of the estimated costs of Major Improvements (i.e. $5.94 \div 888.39 = 0.67\%$) originally allocated to the Phases #2-9 Assessed Property are applicable to the Phase #4 Assessed Property

and will be reallocated to the Phase #4 Assessed Property once separate Parcels are created for Phase #4.

D. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvements for Phases #2-9

For purpose of this Service and Assessment Plan, the City Council determined that the portion of Actual Costs of the Major Improvement costs to be allocated to Phases #2-9 shall be allocated to the Phases #2-9 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, number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V (A) and (B) 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. These classifications (from Lot Type 1 (One-acre Lots) representing the highest residential value to Lot Type 6 (50 Ft Lot) representing the lowest value. Assessments are allocated to each land use class on the basis of the average value for each Lot Type. 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 Lot Type, setting the Equivalent Unit factor for Lot Type 1 (One-acre Lots) to 1.0.

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. 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.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-9 is shown on the Phases #2-9 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. *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, including the portion of the Major Improvements to be financed with the Phase #1 Bonds, 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 estimates of the costs of the Phase #1 Improvements and the portion of the Major Improvements that benefit Phase #1 provided by Dowdey, Anderson and Associates, as set forth in Tables III-A and III-C, the City Council has determined that the benefit to Phase #1 property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be 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.

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

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

3. *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 estimates of the costs of the Phase #2 Improvements provided by Dowdey, Anderson and Associates, as set forth in Tables III-D, the City Council has determined that the benefit to Phase #2 property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be 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.

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

4. Assessment Methodology for Phase #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements shall be allocated to the Phase #3 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 #3. 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 estimates of the costs of the Phase #3 Improvements provided by Dowdey, Anderson and Associates, as set forth in Tables III-E, the City Council has determined that the benefit to Phase #3 property of the Phase #3 Improvements is at least equal to the Assessments levied on the Phase #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be 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.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

5. *Assessment Methodology for Phase #4*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #4 Improvements shall be allocated to the Phase #4 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 #4. 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 estimates of the costs of the Phase #4 Improvements provided by Dowdey, Anderson and Associates, as set forth in Tables III-F, the City Council has determined that the benefit to Phase #4 property of the Phase #4 Improvements is at least equal to the Assessments levied on the Phase #4 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each

Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be 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.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

6. *Assessment Methodology for Future Phases*

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table V-B on the following page.

Table V-B
Projected Leverage – Phase #1

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	\$300,000	\$1,500,000	\$46,015	6.51	32.59
Lot Type 3 (86' Lot)	48	\$137,600	\$688,000	\$38,192	3.60	18.01
Lot Type 4 (74' Lot)	56	\$118,400	\$592,000	\$33,131	3.57	17.87
Lot Type 5 (60' Lot)	104	\$96,000	\$480,000	\$26,689	3.60	17.99
Lot Type 6 (50' Lot)	109	\$80,000	\$400,000	\$22,087	3.62	18.11
Total	335					

The projected tax rate equivalent per unit calculated based on the average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table V-C on the following page.

Table V-C
Estimated Tax Rate Equivalent per unit – Phase #1

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (One-acre Lot)	18	\$300,000	\$1,500,000	\$4,042	\$1.35	\$0.27
Lot Type 3 (86' Lot)	48	\$137,600	\$688,000	\$3,371	\$2.45	\$0.49
Lot Type 4 (74' Lot)	56	\$118,400	\$592,000	\$2,900	\$2.45	\$0.49
Lot Type 5 (60' Lot)	104	\$96,000	\$480,000	\$2,352	\$2.45	\$0.49
Lot Type 6 (50' Lot)	109	\$80,000	\$400,000	\$1,960	\$2.45	\$0.49
Total	335					

The projected leverage calculated based on the average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table V-D on the below.

Table V-D
Projected Leverage – Phase #2

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Assessment per Unit ¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100' Lot)	4	\$160,000	\$800,000	\$42,706	3.75	18.73
Lot Type 3 (86' Lot)	49	\$137,600	\$688,000	\$40,280	3.42	17.08
Lot Type 4 (74' Lot)	68	\$118,400	\$592,000	\$34,942	3.39	16.94
Lot Type 5 (60' Lot)	68	\$96,000	\$480,000	\$28,147	3.41	17.05
Lot Type 6 (50' Lot)	171	\$80,000	\$400,000	\$23,294	3.44	17.17
Total	360					

1 – The Assessment per unit amounts shown represent the combined Phases #2-9 Major Improvement Assessments applicable to Phase #2 and the Phase #2 Assessments related to the Phase #2 Improvements.

The projected tax rate equivalent per unit calculated based on the average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table V-E on the following page.

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

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 2 (100' Lot)	4	\$160,000	\$800,000	\$3,618	\$2.26	\$0.45
Lot Type 3 (86' Lot)	49	\$137,600	\$688,000	\$3,433	\$2.50	\$0.50
Lot Type 4 (74' Lot)	68	\$118,400	\$592,000	\$2,954	\$2.50	\$0.50
Lot Type 5 (60' Lot)	68	\$96,000	\$480,000	\$2,395	\$2.50	\$0.50
Lot Type 6 (50' Lot)	171	\$80,000	\$400,000	\$1,996	\$2.50	\$0.50
Total	360					

1 – The average Annual Installment per unit amounts shown represent the combined Phases #2-9 Major Improvement Annual Installments applicable to Phase #2 and the Phase #2 Assessments related to the Phase #2 Improvements.

The Assessment and Annual Installments related to the Phase #2 Improvements for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type in Phase #3 is shown in Table V-F on the below.

Table V-F
Projected Leverage – Phase #3

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86' Lot)	25	\$137,600	\$688,000	\$43,055	3.20	15.98
Lot Type 4 (74' Lot)	88	\$118,400	\$592,000	\$37,349	3.17	15.85
Lot Type 5 (60' Lot)	82	\$96,000	\$480,000	\$30,086	3.19	15.95
Total	195					

1 – The Assessment per unit amounts shown represent the combined Phases #2-9 Major Improvement Assessments applicable to Phase #3 and the Phase #3 Assessments related to the Phase #3 Improvements.

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

Table V-G
Estimated Tax Rate Equivalent per unit – Phase #3

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 3 (86' Lot)	25	\$137,600	\$688,000	\$3,479	\$2.53	\$0.51
Lot Type 4 (74' Lot)	88	\$118,400	\$592,000	\$2,994	\$2.53	\$0.51
Lot Type 5 (60' Lot)	82	\$96,000	\$480,000	\$2,427	\$2.53	\$0.51
Total	195					

1 – The average Annual Installment per unit amounts shown represent the combined Phases #2-9 Major Improvement Annual Installments applicable to Phase #3 and the Phase #3 Assessments related to the Phase #3 Improvements.

The Assessment and Annual Installments related to the Phase #3 Improvements for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type in Phase #4 is shown in Table V-H below.

Table V-H
Projected Leverage – Phase #4

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86' Lot)	2	\$137,600	\$688,000	\$43,066	3.20	15.98
Lot Type 4 (74' Lot)	3	\$118,400	\$592,000	\$37,359	3.17	15.85
Lot Type 5 (60' Lot)	2	\$96,000	\$480,000	\$30,094	3.19	15.95
Lot Type 6 (50' Lot)	2	\$80,000	\$400,000	\$24,906	3.21	16.06
Total	9					

1 – The Assessment per unit amounts shown represent the combined Phases #2-9 Major Improvement Assessments applicable to Phase #4 and the Phase #4 Assessments related to the Phase #4 Improvements.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type in Phase #4 is shown in Table V-I on the following page.

Table V-I
Estimated Tax Rate Equivalent per unit – Phase #4

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 3 (86' Lot)	2	\$137,600	\$688,000	\$3,435	\$2.50	\$0.50
Lot Type 4 (74' Lot)	3	\$118,400	\$592,000	\$2,956	\$2.50	\$0.50
Lot Type 5 (60' Lot)	2	\$96,000	\$480,000	\$2,396	\$2.50	\$0.50
Lot Type 6 (50' Lot)	2	\$80,000	\$400,000	\$1,997	\$2.50	\$0.50
Total	9					

1 – The average Annual Installment per unit amounts shown represent the combined Phases #2-9 Major Improvement Annual Installments applicable to Phase #4 and the Phase #4 Assessments related to the Phase #4 Improvements.

The Assessment and Annual Installments related to the Phase #4 Improvements for each Parcel or Lot located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

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

E. ASSESSMENTS

The Assessments for the Phases #2-9 Major Improvement Bonds and the City Contributed Major Improvements, the Phase #1 Bonds, and the obligations under the Reimbursement Agreement applicable to Phase #2, Phase #3 and Phase #4 are levied on each Parcel according to the Phases #2-9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, and the Phase #4 Assessment Roll attached hereto as Appendix F, Appendix G, Appendix H, Appendix I, and Appendix J, respectively. The Annual Installments for the Phases #2-9 Major Improvement Bonds, the Phase #1 Bonds, the City Contributed Major Improvements and the obligations the Reimbursement Agreement applicable to Phase #2, Phase #3 and Phase #4 will be collected at the time and in the amounts shown on the Phases #2-9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, and the Phase #4 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel 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.

G. 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 (the “Additional Interest Component”), with up to 0.20% (the “Prepayment Component”) 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% (the “Delinquency Component”) allocated to fund a Delinquency Reserve account as described below. The Prepayment Reserve Component shall be deposited to a Prepayment Reserve until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment Reserve is funded in full, the Prepayment Component will continue to be collected and the Prepayment Component shall be deposited in a Delinquent Reserve account as described in subsection H below.

H. DELINQUENCY RESERVE

The City has allocated the Delinquency Component of the Annual Installments to offset any possible delinquent payments. The Delinquency Reserve shall be funded up to 4% of the outstanding Bonds. Once the Delinquent Reserve has reached such level, the Delinquency Component may not continue to be collected. The City may allocate a portion of the Delinquency 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. CITY CONTRIBUTED GRANT AMOUNT

The City will offset the cost of the City Contributed Major Improvements, as estimated in Table III-B, that is included in the Annual Installments as the Annual Installment Allocable to the City Contributed Major Improvements using an amount of unencumbered and lawfully available funds equal to the cash balance of ad valorem tax revenues collected from all Parcels in the PID and the Parks PID for the previous year. Such offset or credit will first be applied on a Parcel-by-Parcel basis. Then, for multiple parcels owned by a single developer or ownership group, excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit.

If in a consecutive two-year period the ad valorem taxes collected on all Parcels within the PID and all parcels within the Parks PID in each year of such consecutive two-year period equals or exceeds one hundred fifty percent (150%) of the Annual Installment Allocable to the City Contributed Major Improvements based on a confirming audit, then the Annual Installment Allocable to the City Contributed Major Improvements will be permanently reduced to zero.

VI. THE ASSESSMENT ROLL

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2 – 9

The Assessment and Annual Installments for each Assessed Property located within Phases #2-9 are shown on the Phases #2-9 Major Improvement 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 principal and interest on the Phases #2-9 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, to cover Administrative Expenses of Phases #2 – 9.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds and Phase #1's share of the Annual Installment Allocable to the City Contributed Major Improvements, to fund the Prepayment Component and Delinquency Component described in Section V, and to cover Administrative Expenses of Phase #1.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the obligations under the Reimbursement Agreement for the Phase #2 Improvements and to cover Administrative Expenses of Phase #2.

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #3

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, 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 principal and interest on the obligations under the Reimbursement Agreement for the Phase #3 Improvements and to cover Administrative Expenses of Phase #3.

E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #4

The Assessment and Annual Installments for each Assessed Property located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, 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 principal and interest on the obligations under the Reimbursement Agreement for the Phase #4 Improvements and to cover Administrative Expenses of Phase #4.

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS REDUCED BY CITY CONTRIBUTED GRANT AMOUNT

The Annual Installment for each Parcel shall be calculated by taking into consideration any credit to the Annual Installment Allocable to the City Contributed Major Improvements owed to a Parcel for a particular year representing the annual City Contributed Grant Amount applied first on a Parcel-by-Parcel basis then for multiple parcels owned by a single developer or ownership group pooled on a pro-rata basis. The annual City Contributed Grant Amount shall be calculated as follows:

- 1) If the aggregate annual City Contributed Grant Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is equal to or greater than the Annual Installment Allocable to the City Contributed Major Improvements, the net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be reduced to zero and no Annual Installment Allocable to the City Contributed Major Improvements shall be included as part of the Annual Installments to be collected from each Parcel. Such offset or credit will first be applied on a Parcel-by-Parcel basis then excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit. The pooled City Contributed Grant Amount will be allocated on a pro-rata basis amongst multiple parcels owned by a single developer or ownership group of property within the PID with any one owner's share of the pooled amount calculated as a fraction the numerator of which is that owner's Annual Installment Allocable to the City Contributed Major Improvements and the denominator of which is the aggregate amount of all Annual Installments Allocable to the City Contributed Major Improvements not reduced to zero by the Parcel-by-Parcel credit.

If the aggregate annual City Contributed Grant Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is less than the Annual Installment Allocable to the City Contributed Major Improvements, the annual City

Contributed Grant Amount to be applied as a credit to each Parcel will be calculated based on the amount of City ad-valorem taxes generated by each Parcel. The net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be allocated to each Parcel based on the actual amount of City ad-valorem taxes generated by each Parcel.

G. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase 5, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

H. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount and related Prepayment Costs 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.

I. MANDATORY PREPAYMENT OF ASSESSMENTS

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

J. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs 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 all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of

the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

K. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part; provided, however, if PID Bonds have been issued, then such payment shall be in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator and approved by the City]. 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 Component and Delinquency Component. Payment of the Annual Installments shall commence with tax bills mailed in the tax year after the initial issuance of Bonds.

Each Assessment shown on the Phase #1 Assessment Roll and the Phases #2-9 Major Improvement Assessment Roll is composed of the City Improvement Portion, the applicable reimbursement agreement, and the PID Bond Portion. The PID Bond Portion shall be paid with interest at the rate of the actual interest rate paid on the Bonds plus the Additional Interest Component. The City Improvement Portion shall be paid with interest at the rates of 3.92%, 4.45% and 4.88%.

The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the PID Bond Portion for the Phase #1 Bonds for each Parcel and the Additional Interest Component, (ii) the Annual Installment Allocable to the City Contributed Major Improvements for each Parcel, and (iii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #1 may not exceed the amounts shown on the Phase #1 Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

The Phases #2-9 Major Improvement Assessment Roll sets forth for each year the Annual Installments relating to the Phases #2-9 Major Improvements consisting of (i) the annual portion allocable to the PID Bond Portion for the Phases #2-9 Major Improvement Bonds, the obligations under the Reimbursement Agreement for the Phases #2-9 Improvements for each Parcel and the Additional Interest Component, (ii) the Annual Installment Allocable to the City Contributed Major Improvements, and (iii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for #2-9 Major Improvements may not exceed the amounts shown on the Phases #2-9 Major Improvement Assessment Roll. The Phases #2-9 Major Improvement Assessment Roll is shown as Appendix F.

The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the obligations under the Reimbursement Agreement for the Phase #2 Improvements for each Parcel, and (ii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #2 may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is shown as Appendix H.

The Phase #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the obligations under the Reimbursement Agreement for the Phase #3 Improvements for each Parcel, and (ii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #3 may not exceed the amounts shown on the Phase #3 Assessment Roll. The Phase #3 Assessment Roll is shown as Appendix I.

The Phase #4 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the obligations under the Reimbursement Agreement for the Phase #4 Improvements for each Parcel, and (ii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #4 may not exceed the amounts shown on the Phase #4 Assessment Roll. The Phase #4 Assessment Roll is shown as Appendix J.

The Annual Installments shown on the Phase #1 Assessment Roll and the Phases #2-9 Major Improvement Assessment Roll shall be reduced to equal the actual costs of repaying the Phase #1 Bonds and the Phases #2-9 Major Improvement Bonds, respectively, the Additional Interest Component and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by any offset or credit of applicable City Contributed Grant Amount. The Annual Installments shown on the Phase #2 Assessment Roll shall be reduced to equal the actual costs of repaying the obligations under the Reimbursement Agreement for the Phase #2 Improvements and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shown on the Phase #3 Assessment Roll shall be reduced to equal the actual costs of repaying the obligations under the Reimbursement Agreement for the Phase #3 Improvements and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shown on the Phase #4 Assessment Roll shall be reduced to equal the actual costs of repaying the obligations under the Reimbursement Agreement for the Phase #4 Improvements 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 may adopt additional Assessment Rolls relating to additional Authorized Improvements within the PID and the issuance of additional Phased PID Bonds as provided in Section VII.C hereof.

L. 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 for a Prepayment Reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes, as applicable, 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.

Annual Installments shall be calculated as of September 1 of each applicable year. The collection of the first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall commence upon: (A) satisfaction of the applicable requirements of the Trust Indenture relating to the Phases #2-9 Major Improvement Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) the 1st day of the first full month immediately following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more Phase #2 Bonds, or (iii) the two year anniversary of the levy of Assessments on the Phase #2

Assessed Property. Such first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment for a Phase #3 Lot or Phase #3 Parcel shall commence upon: (A) satisfaction of the applicable requirements of the Trust Indenture relating to the Phases #2-9 Major Improvement Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) September 1st following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more Phase #3 Bonds, or (iii) September 1st following the two year anniversary of the levy of Assessments on the Phase #3 Assessed Property. Such first Annual Installment for a Phase #3 Lot or Phase #3 Parcel shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment for a Phase #4 Lot or Phase #4 Parcel shall commence upon: (A) satisfaction of the applicable requirements of the Trust Indenture relating to the Phases #2-9 Major Improvement Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) September 1st following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more Phase #4 Bonds, or (iii) September 1st following the two year anniversary of the levy of Assessments on the Phase #4 Assessed Property. Such first Annual Installment for a Phase #4 Lot or Phase #4 Parcel shall be due by January 31st of the following calendar year.

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

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VII. THE ASSESSMENT ROLL

A. PHASES #2-9 MAJOR IMPROVEMENT ASSESSMENT ROLL

Each Parcel within Phases #2-9 has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

Phases #2-9 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Major Improvements. Table IV-A summarizes the \$32,777,224 in special benefit received by all Parcels in the PID from the Major Improvements (excluding the City Contributed Major Improvements), the City Contributed Major Improvements, the Phase #1 Improvements and the costs of the PID formation, and issuance costs for the proposed Phases #2-9 Major Improvement Bonds, the Reimbursement Agreement for the Phases #2-9 Major Improvements and the Phase #1 Bonds. The proportional amount of benefits received by the Phases #2-9 Assessed Property from the Phases #2-9 Major Improvement Bonds, the Reimbursement Agreement for the Phases #2-9 Major Improvements and the City Contributed Major Improvements is calculated as \$21,180,087 [$\$13,150,000 + \$5,000,000 + (\$3,730,000 \times 81.24\%) = \$21,180,087$]. As shown in Appendix E, the amount of Phases #2-9 Major Improvement Bonds, the Reimbursement Agreement for the Phases #2-9 Major Improvements and the prorata share of the City Contributed Major Improvements is \$21,180,087, which is equal to the benefit received by Phases #2-9 Major Improvement Assessed Property, and as such the total Assessment for all Assessed Property within Phases #2-9 is \$21,180,087 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the Phases #2-9 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-9 Major Improvement Assessment Roll is attached hereto as Appendix F.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A.1 summarizes the \$11,597,137 [$\$10,897,224 + (\$3,730,000 \times 18.76\%) = \$11,597,137$] in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and Bond issuance costs. As shown in Appendix E, the amount of Phase #1 Bonds is \$9,000,000 and Phase #1's share of the City Contributed Major Improvements is \$699,913, the total amount of \$9,699,913 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 \$9,699,913 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.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements that benefit Phase #2. Table IV-A.2 summarizes the \$5,414,027 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements that benefit Phase #2. As shown in Appendix E, the amount of the obligation under the Reimbursement Agreement for the Phase #2 Improvements is \$5,300,000 which is less than the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is \$5,300,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 will be calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix H.

D. PHASE #3 ASSESSMENT ROLL

Phase #3 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #3 Improvements that benefit Phase #3. Table IV-A.3 summarizes the \$4,377,000 in special benefit received by Phase #3 Assessed Property from the Phase #3 Improvements that benefit Phase #3. As shown in Appendix I, the amount of the obligation under the Reimbursement Agreement for the Phase #3 Improvements is \$3,700,000 which is less than to the benefit received by Phase #3 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #3 is \$3,700,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #3 will be calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #3 Assessment Roll is attached hereto as Appendix I.

E. PHASE #4 ASSESSMENT ROLL

Phase #4 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #4 Improvements that benefit Phase #4. Table IV-A.4 summarizes the \$392,000 in special benefit received by Phase #4 Assessed Property from the Phase #4 Improvements that benefit Phase #4. As shown in Appendix J, the amount of the obligation under the Reimbursement Agreement for the Phase #4 Improvements is \$167,000 which is less than to the benefit received by Phase #4 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #4 is \$167,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #4 will be calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #4 Assessment Roll is attached hereto as Appendix J.

F. FUTURE PHASE ASSESSMENT ROLL

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #5, etc.).

G. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, and the Phase #4 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); (iv) the credits or offsets of the City Contributed Grant Amount applied on a Parcel-by-Parcel basis as described herein; (v) the application of the pooled credits or offsets of the City Contributed Grant Amount on a pro-rata basis; and (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Once future Phased PID Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds. For so long as the Phase #1 Bonds or the Phases #2-9 Major Improvement Bonds are outstanding and if available from the Central Appraisal District of Collin County, any Annual Service Plan Update shall include the total certified assessed value of the Phase #1 Assessed Property and the Phases #2-9 Assessed Property for the latest tax year.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

To the extent consistent with the Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

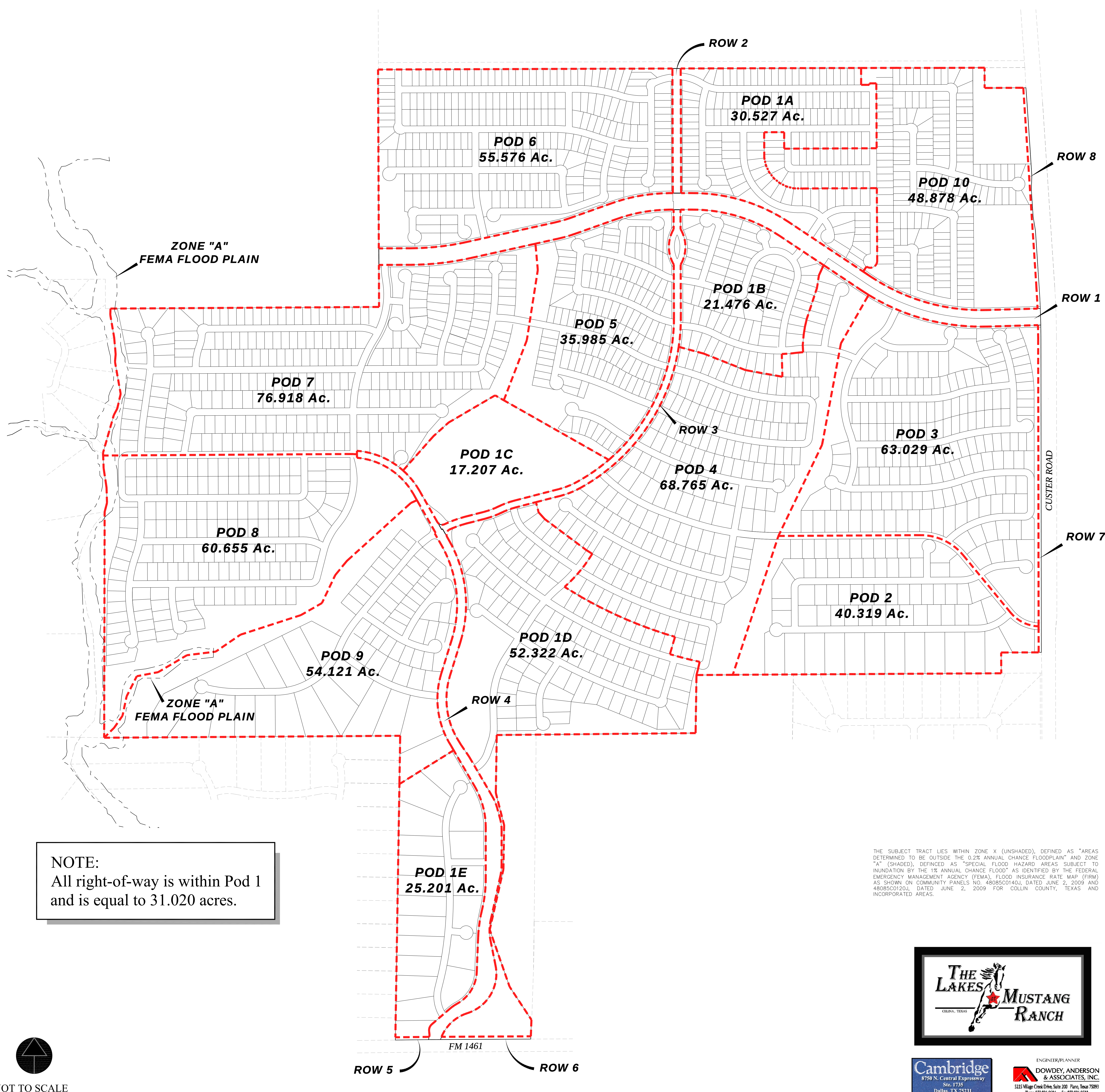
E. SEVERABILITY

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

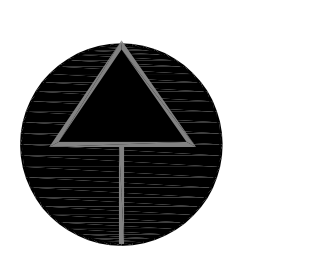
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the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

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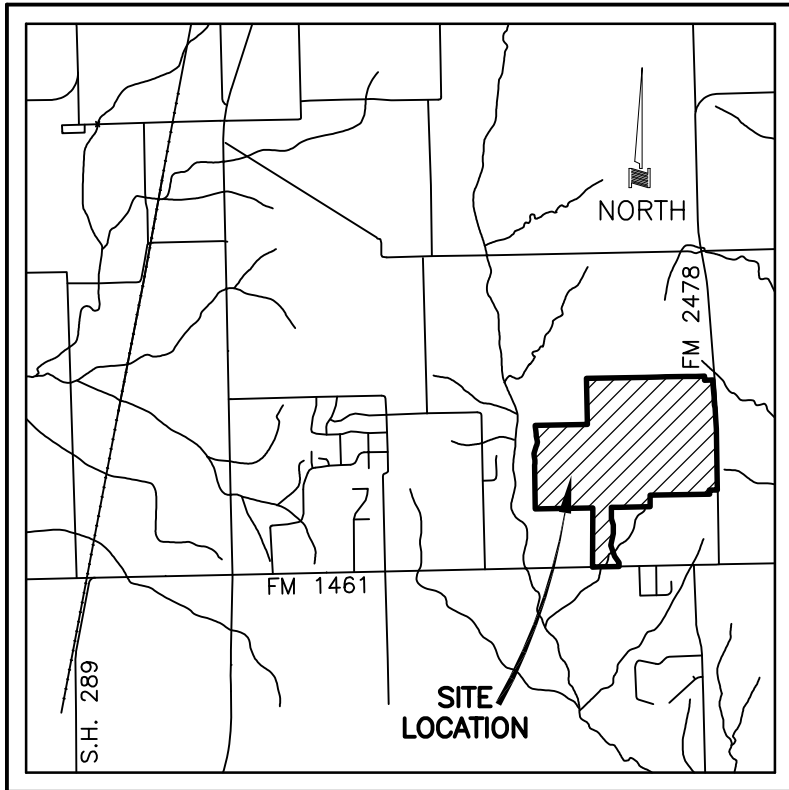
APPENDIX A
THE PID MAP



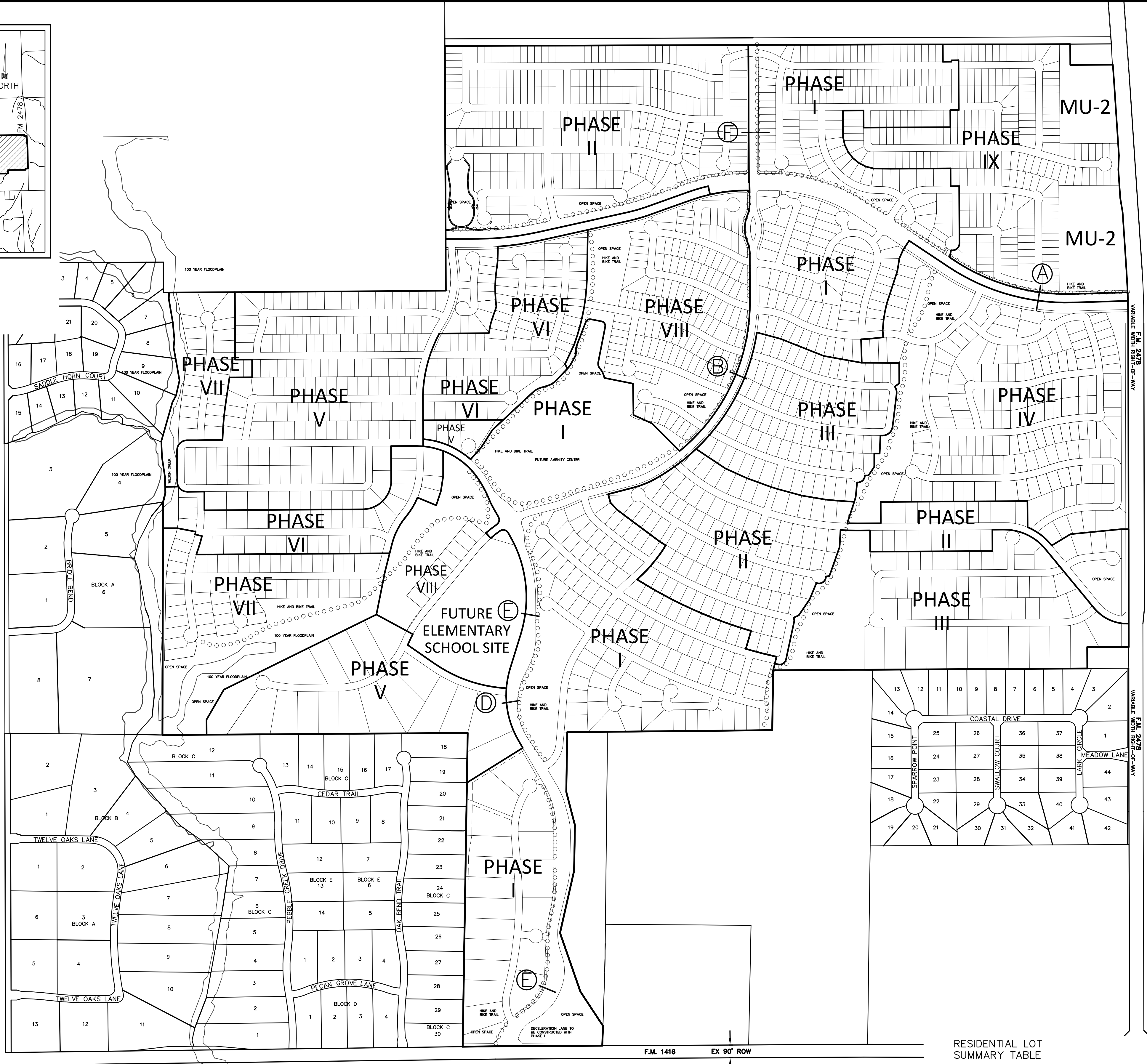
THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND ZONE "A" (SHADED), DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANELS NO. 48085C0140J, DATED JUNE 2, 2009 AND 48085C0120J, DATED JUNE 2, 2009 FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS.



NOT TO SCALE



LOCATION MAP
NOT TO SCALE



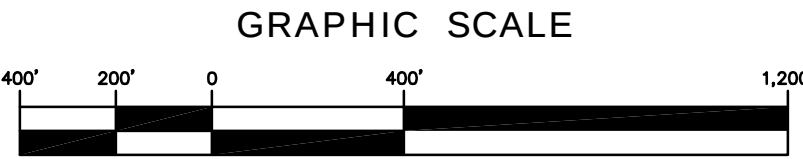
F.M. 1416 EX 90' ROW

RESIDENTIAL LOT
SUMMARY TABLE

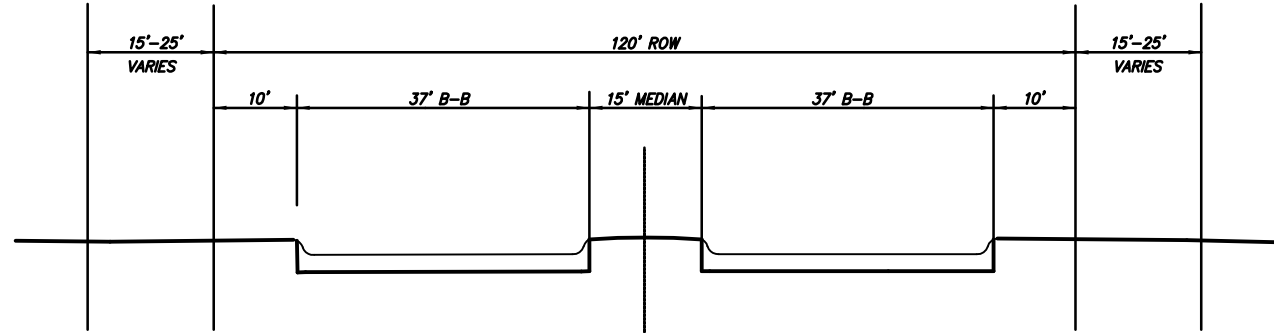
LOT TYPE	PHASE									LOT TYPE SUMMARY
	1	2	3	4	5	6	7	8	9	
50'	109	171	0	0	0	0	0	127	183	590
60'	104	68	69	86	95	66	2	0	5	495
74'	56	68	29	72	104	52	77	0	0	458
86'	48	49	30	13	5	10	0	8	0	163
1/3 AC.	0	4	14	0	0	0	0	0	0	18
1 AC.	18	0	12	0	18	0	0	0	0	48
TH'S	0	0	0	0	0	0	0	0	0	0

SUMMARY BY PHASE	335	360	154	171	222	128	79	135	188	1772
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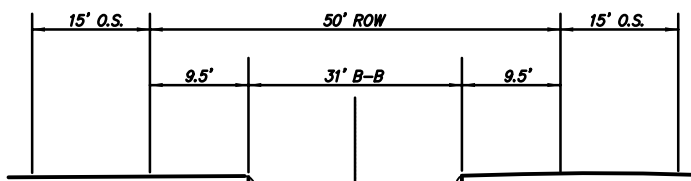
- GENERAL NOTES:
- 1) THIS PLAN IS CONCEPTUAL. MAXIMUM LOTS ALLOWED IS 1,950.
 - 2) ALL INTERSECTIONS SHALL BE WITHIN 5' OF 90°.
 - 3) CUSTER R.O.W. SHALL BE 140' WITH A 10' FLARE AT INTERSECTIONS.
 - 4) FM 1461/FRONTIER PARKWAY ROW SHALL BE 120' WITH A 10' FLARE AT INTERSECTIONS.



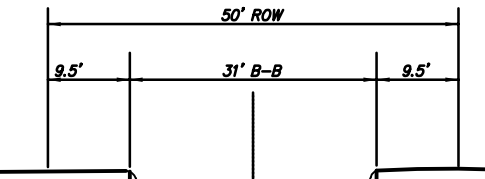
STREET CROSS SECTIONS



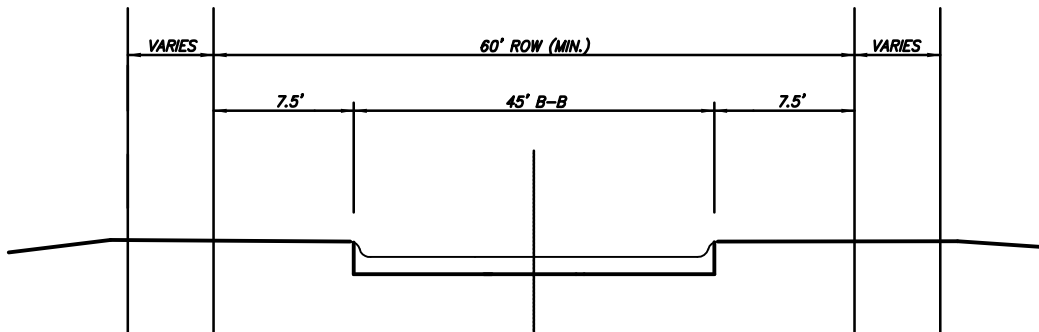
A EAST-WEST THOROUGHFARE
OR B3
N.T.S.



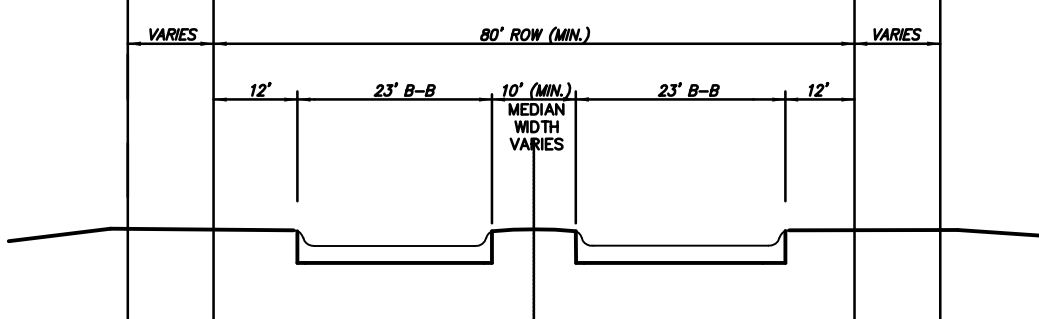
B NORTH-SOUTH THOROUGHFARE
N.T.S.



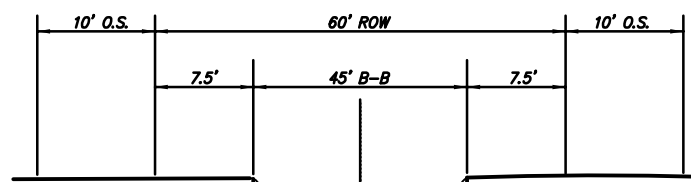
C STANDARD RESIDENTIAL STREET
N.T.S.



D NORTH-SOUTH BETWEEN THOROUGHFARE AND SOUTH ENTRY
N.T.S.



E NORTH-SOUTH SOUTHERN ENTRY
N.T.S.



F NORTH-SOUTH THOROUGHFARE
N.T.S.

GENERAL DEVELOPMENT PLAN
MUSTANG LAKES

681.999 ACRES
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABST. 945
COLLIN COUNTY, TEXAS

JUNE 2014 SCALE: 1"=400'

OWNER: CELINA 682 PARTNERS, LP
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556

DEVELOPER: THE CAMBRIDGE COMPANIES, INC.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556

CONTACT: MATT ALEXANDER P.E. CONTACT: MATT ALEXANDER P.E.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT : CASEY ROSS, P.E.

Attachment: Ordinance (Mustang Lakes Phase 4 - PID Levy)

APPENDIX B
ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

**THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT
CITY OF CELINA, TX**

Summary of Estimated Authorized Improvement Costs

Authorized Improvement ¹	Estimated Costs						
	Total Major Improvements to be funded	Major Improvements to be funded with Phases #2-9 Major Improvement Bonds	Major Improvements funded with Reimbursement Agreement	Offsite Utilities Improvements to be funded with Off-site Utilities Assessments	Phase #1 Improvements to be funded with Series 2015 Phase #1 Bonds	Phase #2 Improvements to be funded with Reimbursement Agreement	Estimated Future Phase Cost to be funded with Future Bonds (For information purposes only)
Road Improvements							
Excavation	\$807,909	\$385,088	\$422,821	\$0	\$185,963	\$107,325	\$612,
paving	\$6,517,351	\$4,402,238	\$2,115,113	\$0	\$2,874,038	\$2,344,013	\$8,361,
Retaining walls	\$141,008	\$86,940	\$54,068	\$0	\$0	\$0	
Right-of-way	\$2,900,000	\$2,900,000	\$0	\$0	\$28,350	\$11,250	
Subtotal - Road Improvements	\$10,366,268	\$7,774,266	\$2,592,002	\$0	\$3,088,351	\$2,462,588	\$8,974,
Water Improvements							
Water Improvements	\$918,591	\$576,722	\$341,869	\$0	\$914,569	\$796,359	\$2,862,
Offsites water improvements	\$0	\$0	\$0	\$1,755,092	\$0	\$1	
Subtotal - Water Improvements	\$918,591	\$576,722	\$341,869	\$1,755,092	\$914,569	\$796,360	\$2,862,
Sanitary Sewer Improvements							
Sanitary Sewer	\$1,651,669	\$1,057,613	\$594,056	\$0	\$780,469	\$800,483	\$2,132,
Subtotal - Sanitary Improvements	\$1,651,669	\$1,057,613	\$594,056	\$0	\$780,469	\$800,483	\$2,132,
Storm Drainage Improvements							
Storm Sewer	\$1,592,235	\$813,521	\$778,714	\$0	\$930,713	\$856,862	\$2,766,
Erosion Control	\$176,713	\$63,619	\$113,094	\$0	\$211,669	\$110,138	\$740,
Offsite sewer improvements	\$0	\$0	\$0	\$1,763,455	\$0	\$0	
Subtotal - Drainage Improvements	\$1,768,948	\$877,140	\$891,808	\$1,763,455	\$1,142,382	\$967,000	\$3,506,
Total Construction Costs	\$14,705,476	\$10,285,741	\$4,419,735	\$3,518,547	\$5,925,771	\$5,026,431	\$17,475,
Other Costs							
City, professional and other costs	\$427,195	\$274,004	\$153,191	\$211,453	\$432,000	\$273,569	\$1,530,
Subtotal Soft Costs	\$427,195	\$274,004	\$153,191	\$211,453	\$432,000	\$273,569	\$1,530,
Grand Total Construction + Other Costs	\$15,132,671	\$10,559,745	\$4,572,926	\$3,730,000	\$6,357,771	\$5,300,000	\$19,005,
Estimated Major Improvement Costs allocated to Phase 1	(\$2,839,556)	(\$1,981,474)	(\$858,083)	\$0	\$2,839,556	\$0	
Total Estimated Improvement Costs to be funded	\$12,293,115	\$8,578,271	\$3,714,843	\$0	\$9,197,327	\$5,300,000	\$19,005,
Estimated Bond issuance related costs							
Deposits to Debt Service Reserve Fund	\$1,647,300	\$1,147,300	\$500,000	\$0	\$796,900	\$0	
Deposits to Capitaized Interest	\$2,179,373	\$1,857,873	\$321,500	\$0	\$407,883	\$0	
Other costs of issuance (underwriters, bond counsel etc)	\$2,030,213	\$1,566,556	\$463,657	\$0	\$495,114	\$0	
Total estimated Bond issuance related costs	\$5,856,886	\$4,571,729	\$1,285,157	\$0	\$1,699,897	\$0	
TOTAL ESTIMATED COSTS	\$18,150,001	\$13,150,000	\$5,000,000	\$3,730,000	\$10,897,224	\$5,300,000	\$19,005,
Less: Other funding sources	\$0	\$0	\$0	\$0	(\$1,897,224)	\$0	
Total Bond Amount	\$18,150,001	\$13,150,000	\$5,000,000	\$3,730,000	\$9,000,000	\$5,300,000	

1 - Authorized improvement line item details are provided as part of the engineering estimates.

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

ESTIMATED COSTS OF OFFSITE UTILITY IMPROVEMENTS

Authorized Improvements	Entire Project	Lakes at Mustang Ranch Allocation	Parks at Wilson Creek Allocation	Hillwood Development Allocation	City of Celina Allocation
WATER IMPROVEMENTS					
Planning, Acquisition and Design	\$800,000	\$114,120	\$96,703	\$65,188	\$523,989
Water line 12" -W1	\$738,300	\$105,318	\$89,245	\$60,160	\$483,577
Water line 18" -W2	\$1,965,100	\$280,321	\$237,539	\$160,125	\$1,287,114
Water line 12" -W3	\$559,100	\$79,756	\$67,583	\$45,558	\$366,203
Water line 12" -W4	\$126,000	\$17,974	\$15,231	\$10,267	\$82,528
Planning, Acquisition and Design	\$750,000	\$106,987	\$90,659	\$61,113	\$491,240
Water line 12" -W5	\$705,900	\$100,697	\$85,329	\$57,520	\$462,355
Water line 18" -W6	\$182,100	\$25,977	\$22,012	\$14,838	\$119,273
Elevated Storage Tank 2.0 MGD	\$5,358,500	\$764,389	\$647,731	\$436,635	\$3,509,745
Subtotal - Water Improvements	\$11,185,000	\$1,595,538	\$1,352,033	\$911,405	\$7,326,024
SEWER IMPROVEMENTS					
Planning, Acquisition and Design	\$800,000	\$114,120	\$96,703	\$65,188	\$523,989
Sewer line 21" -SW1	\$1,007,100	\$143,663	\$121,737	\$82,063	\$659,637
Sewer line 24" -SW2	\$1,631,600	\$232,747	\$197,226	\$132,950	\$1,068,676
Sewer line 21" -S2	\$479,200	\$68,358	\$57,925	\$39,047	\$313,870
Sewer line 21" -S3	\$2,214,500	\$315,898	\$267,687	\$180,447	\$1,450,468
Sewer line 12" -S4	\$128,700	\$18,359	\$15,557	\$10,487	\$84,297
Sewer line 12" -S5	\$239,300	\$34,136	\$28,926	\$19,499	\$156,738
Force Main 3 X 10" -FM1	\$2,361,900	\$336,924	\$285,505	\$192,458	\$1,547,013
Lift Station 5.5 MGD -LS1	\$2,376,000	\$338,936	\$287,209	\$193,607	\$1,556,248
Subtotal - Sewer Improvements	\$11,238,300	\$1,603,141	\$1,358,476	\$915,748	\$7,360,936
Contingency (10%)	\$2,242,330	\$319,868	\$271,051	\$182,715	\$1,468,696
Estimated financing costs	\$1,019,370	\$211,453	\$173,440	\$110,131	\$524,345
Grand Total	\$25,685,000	\$3,730,000	\$3,155,000	\$2,120,000	\$16,680,000

Source - City of Celina

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

THE LAKES AT MUSTANG RANCH

City of Celina, Collin County, Texas

Land Plan: 05-19-2014Total Lots: **1799**Prepared: **05/19/14**Total Acres: **682**Revised: **11/10/14*****Overall Probable Cost Opinion Summary by Tract***

TRACT ID	Area	Lots	Cost	By Lot	By Acre
	(Ac)	(#)	(\$)	(\$)	(\$)
PHASE ONE	172	334	\$14,017,512	\$41,969	\$81,497
PHASE TWO	95	298	\$8,078,927	\$27,110	\$85,041
PHASE THREE	72	158	\$2,689,063	\$17,019	\$37,348
PHASE FOUR	75	261	\$4,539,775	\$17,394	\$60,530
PHASE FIVE	88	229	\$4,906,060	\$21,424	\$55,751
PHASE SIX	49	130	\$2,356,240	\$18,125	\$48,087
PHASE SEVEN	43	79	\$1,301,685	\$16,477	\$30,272
PHASE EIGHT	40	147	\$2,073,282	\$14,104	\$51,832
PHASE NINE	48	163	\$2,855,745	\$17,520	\$59,495
CATEGORY TOTALS	682	1799	\$42,818,289	\$23,801	\$62,783

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2014, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 8 DIFFERENT PHASES
- ASSUMES CITY WILL APPROVE ZONING CHANGE
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT
- PREPARED WITHOUT THE BENEFIT OF A CITY MEETING REGARDING THE CONCEPT PLAN

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPSE/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- EXPANSION OF FM2478 AND FM1461
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14*****Opinion of Probable Cost Summary***

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$211,669	\$634	\$1,231
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$63,619	\$190	\$370
EXCAVATION (DIRECT)	\$185,963	\$557	\$1,081
EXCAVATION (MAJOR IMPROVEMENTS)	\$385,088	\$1,153	\$2,239
RETAINING WALL (DIRECT)	\$28,350	\$85	\$165
RETAINING WALL (MAJOR IMPROVEMENTS)	\$86,940	\$260	\$505
WATER (DIRECT)	\$914,569	\$2,738	\$5,317
WATER (MAJOR IMPROVEMENTS)	\$576,722	\$1,727	\$3,353
SANITARY SEWER (DIRECT)	\$780,469	\$2,337	\$4,538
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$1,057,613	\$3,167	\$6,149
STORM SEWER (DIRECT)	\$930,713	\$2,787	\$5,411
STORM SEWER (MAJOR IMPROVEMENTS)	\$813,521	\$2,436	\$4,730
PAVING (DIRECT)	\$2,874,038	\$8,605	\$16,710
PAVING (MAJOR IMPROVEMENTS)	\$4,402,238	\$13,180	\$25,594
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$432,000	\$1,293	\$2,512
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$274,004	\$820	\$1,593
GRAND TOTAL	\$14,017,512	\$41,969	\$81,497

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14**

EROSION CONTROL (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	16200	\$ 24,300.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	14	\$ 25,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	3	\$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	40000	\$ 50,000.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	2600	\$ 3,900.00
DISK & SEED	\$ 325.00	ACRE	150	\$ 48,750.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 18,815.00
MISCELLANEOUS ITEMS (2.5%)				\$ 4,703.75
TOTAL				\$ 211,668.75

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	10000	\$ 15,000.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	6	\$ 10,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	15000	\$ 18,750.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,655.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,413.75
TOTAL				\$ 63,618.75

EXCAVATION (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	40	\$ 68,000.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	3	\$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	41500	\$ 91,300.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 16,530.00
MISCELLANEOUS ITEMS (2.5%)				\$ 4,132.50
TOTAL				\$ 185,962.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	15	\$ 25,500.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	39000	\$ 85,800.00
POND EXCAVATION	\$ 2.20	C.Y.	105000	\$ 231,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 34,230.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,557.50
TOTAL				\$ 385,087.50

RETAINING WALL (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
2' WALL	\$ 32.00	L.F.	300	\$ 9,600.00
3' WALL	\$ 40.00	L.F.	390	\$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 2,520.00
MISCELLANEOUS ITEMS (2.5%)				\$ 630.00
TOTAL				\$ 28,350.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
2' WALL	\$ 32.00	L.F.	150	\$ 4,800.00
3' WALL	\$ 40.00	L.F.	840	\$ 33,600.00
4' WALL	\$ 48.00	L.F.	360	\$ 17,280.00
6' WALL	\$ 90.00	L.F.	240	\$ 21,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 7,728.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,932.00
TOTAL				\$ 86,940.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14**

WATER (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	15900	\$ 333,900.00
6" GATE VALVE & BOX	\$ 750.00	EA.	34	\$ 25,500.00
8" GATE VALVE & BOX	\$ 1,100.00	EA.	75	\$ 82,500.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	34	\$ 119,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	334	\$ 200,400.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	3	\$ 3,300.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	3	\$ 3,300.00
MISCELLANEOUS FITTINGS	\$ 2,500.00	TON	13.3	\$ 33,125.00
TESTING & CHLORINATION	\$ 0.75	L.F.	15900	\$ 11,925.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 81,295.00
MISCELLANEOUS ITEMS (2.5%)				\$ 20,323.75
TOTAL				\$ 914,568.75

WATER (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
12" P.V.C. WATERLINE	\$ 33.00	L.F.	10850	\$ 358,050.00
6" GATE VALVE & BOX	\$ 750.00	EA.	9	\$ 6,750.00
12" GATE VALVE & BOX	\$ 2,100.00	EA.	36	\$ 75,600.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	9	\$ 31,500.00
12" X 12" TAPPING SLEEVE	\$ 5,000.00	EA.	2	\$ 10,000.00
MISCELLANEOUS FITTINGS	\$ 2,500.00	TON	9.0	\$ 22,604.17
TESTING & CHLORINATION	\$ 0.75	L.F.	10850	\$ 8,137.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 51,264.17
MISCELLANEOUS ITEMS (2.5%)				\$ 12,816.04
TOTAL				\$ 576,721.88

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	15000	\$ 330,000.00
4' DIAMETER MANHOLE	\$ 2,800.00	EA.	48	\$ 134,400.00
5' DIAMETER DROP MANHOLE	\$ 7,000.00	EA.	5	\$ 35,000.00
ADDITIONAL MANHOLE DEPTH	\$ 1,000.00	EA.	5	\$ 5,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
SINGLE CLEANOUT	\$ 750.00	EA.	5	\$ 3,750.00
4" SERVICE LINES	\$ 400.00	EA.	334	\$ 133,600.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	400	\$ 14,000.00
TRENCH SAFETY	\$ 1.50	L.F.	15000	\$ 22,500.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	15000	\$ 15,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 69,375.00
MISCELLANEOUS ITEMS (2.5%)				\$ 17,343.75
TOTAL				\$ 780,468.75

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	10150	\$ 223,300.00
15" P.V.C. PIPE (12+ DEPTH)	\$ 60.00	L.F.	7200	\$ 432,000.00
5' DIAMETER MANHOLE	\$ 5,000.00	EA.	12	\$ 60,000.00
5' DIAMETER DROP MANHOLE (12+ DEPTH)	\$ 7,000.00	EA.	20	\$ 140,000.00
ADDITIONAL MANHOLE DEPTH	\$ 1,000.00	EA.	20	\$ 20,000.00
SINGLE CLEANOUT	\$ 750.00	EA.	17	\$ 12,750.00
TRENCH SAFETY	\$ 2.00	L.F.	17350	\$ 34,700.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	17350	\$ 17,350.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 94,010.00
MISCELLANEOUS ITEMS (2.5%)				\$ 23,502.50
TOTAL				\$ 1,057,612.50

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14**

STORM SEWER (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
18" R.C.P.	\$ 35.00	L.F.	1150	\$ 40,250.00
21" R.C.P.	\$ 40.00	L.F.	780	\$ 31,200.00
24" R.C.P.	\$ 45.00	L.F.	1200	\$ 54,000.00
27" R.C.P.	\$ 55.00	L.F.	1100	\$ 60,500.00
30" R.C.P.	\$ 65.00	L.F.	310	\$ 20,150.00
36" R.C.P.	\$ 80.00	L.F.	1050	\$ 84,000.00
42" R.C.P.	\$ 105.00	L.F.	400	\$ 42,000.00
48" R.C.P.	\$ 130.00	L.F.	610	\$ 79,300.00
CURB INLET	\$ 4,500.00	EA.	70	\$ 315,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	4	\$ 16,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	5	\$ 14,000.00
48"-60" TYPE "B" PRE-CAST HEADWALL	\$ 4,000.00	EA.	1	\$ 4,000.00
DETENTION STRUCTURES	\$ 10,000.00	L.S.	3	\$ 30,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	450	\$ 22,500.00
DROP INLET	\$ 3,000.00	EA.	2	\$ 6,000.00
TRENCH SAFETY	\$ 1.00	L.F.	6600	\$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 82,730.00
MISCELLANEOUS ITEMS (2.5%)				\$ 20,682.50
TOTAL				\$ 930,712.50

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
18" R.C.P.	\$ 35.00	L.F.	100	\$ 3,500.00
21" R.C.P.	\$ 40.00	L.F.	750	\$ 30,000.00
24" R.C.P.	\$ 45.00	L.F.	570	\$ 25,650.00
27" R.C.P.	\$ 55.00	L.F.	400	\$ 22,000.00
30" R.C.P.	\$ 65.00	L.F.	630	\$ 40,950.00
36" R.C.P.	\$ 80.00	L.F.	650	\$ 52,000.00
42" R.C.P.	\$ 105.00	L.F.	720	\$ 75,600.00
48" R.C.P.	\$ 130.00	L.F.	50	\$ 6,500.00
4' X 4' R.C.B.	\$ 180.00	L.F.	160	\$ 28,800.00
9' X 5' R.C.B.	\$ 295.00	L.F.	100	\$ 29,500.00
3 - 5' X 3' R.C.B.	\$ 460.00	L.F.	120	\$ 55,200.00
CURB INLET	\$ 4,500.00	EA.	13	\$ 58,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	4	\$ 16,000.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	6	\$ 16,800.00
4' X 4' HEADWALL	\$ 5,000.00	EA.	2	\$ 10,000.00
9' X 5' HEADWALL	\$ 20,000.00	EA.	1	\$ 20,000.00
3 - 5' X 3' HEADWALL	\$ 15,000.00	EA.	2	\$ 30,000.00
GRADE TO DRAIN	\$ 10.00	L.F.	800	\$ 8,000.00
POND FOUNTAIN	\$ 30,000.00	EA.	3	\$ 90,000.00
RECONSTRUCT DAM	\$ 100,000.00	EA.	1	\$ 100,000.00
TRENCH SAFETY	\$ 1.00	L.F.	4130	\$ 4,130.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 72,313.00
MISCELLANEOUS ITEMS (2.5%)				\$ 18,078.25
TOTAL				\$ 813,521.25

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14**

PAVING (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	69900	\$ 209,700.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	1260	\$ 195,300.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	65700	\$ 1,971,000.00
SAWCUT & REMOVE EXISTING CURB	\$ 10.00	L.F.	150	\$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	6	\$ 3,000.00
4' SIDEWALK	\$ 4.00	S.F.	10000	\$ 40,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	88	\$ 96,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 15,000.00	L.S.	1	\$ 15,000.00
STREET STOP SIGNS	\$ 350.00	EA.	18	\$ 6,300.00
STREET NAME BLADES	\$ 350.00	EA.	46	\$ 16,100.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 255,470.00
MISCELLANEOUS ITEMS (2.5%)				\$ 63,867.50
TOTAL				\$ 2,874,037.50

PAVING (MAJOR IMPROVEMENT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	24100	\$ 72,300.00
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	28100	\$ 84,300.00
HYDRATED LIME	\$ 155.00	TON	940	\$ 145,700.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	\$ 39.00	S.Y.	26600	\$ 1,037,400.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	\$ 39.00	S.Y.	22300	\$ 869,700.00
8" REINF. CONCRETE TURN LANES	\$ 42.00	S.Y.	1750	\$ 73,500.00
TXDOT DECELERATION LANE	\$ 85,000.00	EA.	2	\$ 170,000.00
TXDOT LEFT TURN LANE	\$ 85,000.00	EA.	2	\$ 170,000.00
SAWCUT & REMOVE EXISTING CURB	\$ 10.00	L.F.	150	\$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	3	\$ 1,500.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	11000	\$ 44,000.00
8' TRAIL	\$ 4.00	S.F.	115000	\$ 460,000.00
TURN LANE BUTTONING AND STRIPING	\$ 4.00	L.F.	750	\$ 3,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STREET STOP SIGNS	\$ 350.00	EA.	12	\$ 4,200.00
STREET NAME BLADES	\$ 350.00	EA.	20	\$ 7,000.00
LANDSCAPE MEDIAN (50')	\$ 3.00	S.F.	252500	\$ 757,500.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 391,310.00
MISCELLANEOUS ITEMS (2.5%)				\$ 97,827.50
TOTAL				\$ 4,402,237.50

NOTE:

1) ASSUMES FM1461 AND FM2478 SHALL BE LEFT AS TWO-LANE ASPHALT ROADS; ESTIMATE INCLUDES INSTALLATION OF TURN LANES ONLY.

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
PLATTING FEE	\$ 9,000.00	L.S.	1	\$ 9,000.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 219,991.50	L.S.	1	\$ 219,991.50
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
CONSTRUCTION MANAGEMENT	\$ 162,500.00	L.S.	1	\$ 162,500.00
MATERIAL TESTING	\$ 7,500.00	L.S.	1	\$ 7,500.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 432,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
INSPECTION FEE (4%)	\$ 274,003.73	L.S.	1	\$ 274,003.73
TOTAL				\$ 274,003.73

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES
City of Celina, Collin County, Texas
Land Plan: 04-07-2016

Total Lots: **1437**
Prepared: **05/19/14**

Total Acres: **513**
Revised: **11/22/16**

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area	Lots	Cost	By Lot	By Acre
	(Ac)	(#)	(\$)	(\$)	(\$)
PHASE TWO	104	360	\$8,596,424	\$23,879	\$82,658
PHASE THREE	63	154	\$2,908,752	\$18,888	\$46,171
PHASE FOUR	64	171	\$3,617,637	\$21,156	\$56,526
PHASE FIVE	99	222	\$5,012,496	\$22,579	\$50,631
PHASE SIX	36	128	\$2,257,911	\$17,640	\$62,720
PHASE SEVEN	40	79	\$1,314,880	\$16,644	\$32,872
PHASE EIGHT	57	135	\$2,856,895	\$21,162	\$50,121
PHASE NINE	50	188	\$2,723,540	\$14,487	\$54,471
CATEGORY TOTALS	513	1437	\$29,288,536	\$20,382	\$57,093

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2016, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 7 DIFFERENT PHASES
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**

Prepared: **05/19/14**

Total Acres: **104**

Revised: **11/22/16**

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$110,138	\$306	\$1,059
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$22,478	\$62	\$216
EXCAVATION (DIRECT)	\$107,325	\$298	\$1,032
EXCAVATION (MAJOR IMPROVEMENTS)	\$95,288	\$265	\$916
RETAINING WALL (DIRECT)	\$11,250	\$31	\$108
RETAINING WALL (MAJOR IMPROVEMENTS)	\$54,000	\$150	\$519
WATER (DIRECT)	\$796,359	\$2,212	\$7,657
WATER (MAJOR IMPROVEMENTS)	\$363,805	\$1,011	\$3,498
SANITARY SEWER (DIRECT)	\$800,483	\$2,224	\$7,697
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$321,458	\$893	\$3,091
STORM SEWER (DIRECT)	\$856,862	\$2,380	\$8,239
STORM SEWER (MAJOR IMPROVEMENTS)	\$393,626	\$1,093	\$3,785
PAVING (DIRECT)	\$2,344,013	\$6,511	\$22,539
PAVING (MAJOR IMPROVEMENTS)	\$1,930,843	\$5,363	\$18,566
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$268,109	\$745	\$2,578
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$120,389	\$334	\$1,158
GRAND TOTAL	\$8,596,424	\$23,879	\$82,658

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	5000	\$ 7,500.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	8	\$ 14,400.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	40000	\$ 50,000.00
DISK & SEED	\$ 325.00	ACRE	80	\$ 26,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,790.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,447.50
TOTAL				\$ 110,137.50

- NOTE:**
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	5460	\$ 8,190.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	2	\$ 3,600.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	5460	\$ 8,190.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,998.00
MISCELLANEOUS ITEMS (2.5%)				\$ 499.50
TOTAL				\$ 22,477.50

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	10	\$ 17,000.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	4	\$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	32000	\$ 70,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,540.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,385.00
TOTAL				\$ 107,325.00

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	11	\$ 18,700.00
POND EXCAVATION	\$ 2.20	C.Y.	30000	\$ 66,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 8,470.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,117.50
TOTAL				\$ 95,287.50

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	250	\$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,000.00
MISCELLANEOUS ITEMS (2.5%)				\$ 250.00
TOTAL				\$ 11,250.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
4' WALL	\$ 60.00	L.F.	800	\$ 48,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,200.00
TOTAL				\$ 54,000.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	13700	\$ 287,700.00
6" GATE VALVE & BOX	\$ 800.00	EA.	22	\$ 17,600.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	41	\$ 47,150.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	22	\$ 77,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	360	\$ 216,000.00
1" IRRIGATION SERVICE	\$ 650.00	EA.	6	\$ 3,900.00
CONNECT TO EXISTING	\$ 500.00	EA.	5	\$ 2,500.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	6.1	\$ 45,750.00
TESTING & CHLORINATION	\$ 0.75	L.F.	13700	\$ 10,275.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 70,787.50
MISCELLANEOUS ITEMS (2.5%)				\$ 17,696.88
TOTAL				\$ 796,359.38

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
12" P.V.C. WATERLINE	\$ 33.00	L.F.	2190	\$ 72,270.00
8" P.V.C. WATERLINE	\$ 21.00	L.F.	3800	\$ 79,800.00
6" GATE VALVE & BOX	\$ 800.00	EA.	18	\$ 14,400.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	23	\$ 26,450.00
12" GATE VALVE & BOX	\$ 2,100.00	EA.	10	\$ 21,000.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	18	\$ 63,000.00
12" X 8" TAPPING SLEEVE AND VALVE	\$ 6,500.00	EA.	2	\$ 13,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	4.8	\$ 36,000.00
TESTING & CHLORINATION	\$ 0.75	L.F.	5990	\$ 4,492.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 25,914.25
MISCELLANEOUS ITEMS (2.5%)				\$ 6,478.56
TOTAL				\$ 363,805.31

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE (SDR-35)	\$ 22.00	L.F.	12400	\$ 272,800.00
8" P.V.C. PIPE (SDR-26)	\$ 30.00	L.F.	1870	\$ 56,100.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	42	\$ 126,000.00
4' DIAMETER DROP MANHOLE	\$ 5,000.00	EA.	1	\$ 5,000.00
CLEAN OUT	\$ 500.00	EA.	1	\$ 500.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	360	\$ 216,000.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	160	\$ 5,600.00
TRENCH SAFETY	\$ 1.00	L.F.	14270	\$ 14,270.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	14270	\$ 14,270.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 71,154.00
MISCELLANEOUS ITEMS (2.5%)				\$ 17,788.50
TOTAL				\$ 800,482.50

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
12" P.V.C. PIPE (SDR-26)	\$ 48.00	L.F.	320	\$ 15,360.00
10" P.V.C. PIPE (SDR-35)	\$ 28.00	L.F.	730	\$ 20,440.00
10" P.V.C. PIPE (SDR-26)	\$ 32.00	L.F.	2950	\$ 94,400.00
8" P.V.C. PIPE (SDR-35)	\$ 22.00	L.F.	350	\$ 7,700.00
8" P.V.C. PIPE (SDR-26)	\$ 30.00	L.F.	1770	\$ 53,100.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	23	\$ 69,000.00
4' DIAMETER DROP MANHOLE	\$ 5,000.00	EA.	2	\$ 10,000.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	100	\$ 3,500.00
TRENCH SAFETY	\$ 1.00	L.F.	6120	\$ 6,120.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	6120	\$ 6,120.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 28,574.00
MISCELLANEOUS ITEMS (2.5%)				\$ 7,143.50
TOTAL				\$ 321,457.50

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 45.00	L.F.	1260	\$ 56,700.00
21" R.C.P.	\$ 50.00	L.F.	850	\$ 42,500.00
24" R.C.P.	\$ 55.00	L.F.	1020	\$ 56,100.00
24" R.C.P. (RUBBER GASKET)	\$ 60.00	L.F.	110	\$ 6,600.00
27" R.C.P.	\$ 60.00	L.F.	90	\$ 5,400.00
30" R.C.P.	\$ 70.00	L.F.	250	\$ 17,500.00
33" R.C.P.	\$ 75.00	L.F.	120	\$ 9,000.00
33" R.C.P. (RUBBER GASKET)	\$ 80.00	L.F.	80	\$ 6,400.00
36" R.C.P.	\$ 55.00	L.F.	50	\$ 2,750.00
42" R.C.P. (RUBBER GASKET)	\$ 120.00	L.F.	40	\$ 4,800.00
48" R.C.P.	\$ 135.00	L.F.	1200	\$ 162,000.00
48" R.C.P. (RUBBER GASKET)	\$ 140.00	L.F.	660	\$ 92,400.00
54" R.C.P.	\$ 165.00	L.F.	50	\$ 8,250.00
54" R.C.P. (RUBBER GASKET)	\$ 170.00	L.F.	150	\$ 25,500.00
60" R.C.P. (RUBBER GASKET)	\$ 200.00	L.F.	100	\$ 20,000.00
4'x3' R.C.B.	\$ 230.00	L.F.	40	\$ 9,200.00
DROP INLET	\$ 3,000.00	EA.	1	\$ 3,000.00
8' CURB INLET	\$ 2,800.00	EA.	10	\$ 28,000.00
10' CURB INLET	\$ 3,000.00	EA.	26	\$ 78,000.00
12' CURB INLET	\$ 3,200.00	EA.	6	\$ 19,200.00
15' CURB INLET	\$ 3,500.00	EA.	2	\$ 7,000.00
4'X4' STORM MANHOLE	\$ 3,600.00	EA.	4	\$ 14,400.00
5'X5' STORM MANHOLE	\$ 4,800.00	EA.	4	\$ 19,200.00
REMOVE HEADWALL AND CONNECT TO EXISTING	\$ 800.00	EA.	4	\$ 3,200.00
REMOVE DROP INLET AND CONNECT TO EXISTING	\$ 750.00	EA.	1	\$ 750.00
REMOVE PLUG AND CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
REMOVE 48" RCP	\$ 45.00	L.F.	75	\$ 3,375.00
CONSTRUCT RCP HEADWALL	\$ 2,200.00	EA.	6	\$ 13,200.00
CONSTRUCT RCB HEADWALL	\$ 9,500.00	EA.	3	\$ 28,500.00
CONCRETE FLUME	\$ 12.00	L.F.	560	\$ 6,720.00
GRADE-TO-DRAIN	\$ 20.00	L.F.	272	\$ 5,440.00
TRENCH SAFETY	\$ 1.00	L.F.	6070	\$ 6,070.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 76,165.50
MISCELLANEOUS ITEMS (2.5%)				\$ 19,041.38
TOTAL				\$ 856,861.88

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 45.00	L.F.	980	\$ 44,100.00
18" R.C.P. (RUBBER GASKET)	\$ 50.00	L.F.	190	\$ 9,500.00
21" R.C.P.	\$ 50.00	L.F.	580	\$ 29,000.00
21" R.C.P. (RUBBER GASKET)	\$ 55.00	L.F.	60	\$ 3,300.00
27" R.C.P.	\$ 60.00	L.F.	230	\$ 13,800.00
30" R.C.P. (RUBBER GASKET)	\$ 75.00	L.F.	70	\$ 5,250.00
33" R.C.P.	\$ 75.00	L.F.	200	\$ 15,000.00
33" R.C.P. (RUBBER GASKET)	\$ 80.00	L.F.	140	\$ 11,200.00
36" R.C.P.	\$ 55.00	L.F.	60	\$ 3,300.00
36" R.C.P. (RUBBER GASKET)	\$ 90.00	L.F.	190	\$ 17,100.00
42" R.C.P.	\$ 115.00	L.F.	160	\$ 18,400.00
42" R.C.P. (RUBBER GASKET)	\$ 120.00	L.F.	60	\$ 7,200.00
54" R.C.P.	\$ 165.00	L.F.	210	\$ 34,650.00
54" R.C.P. (RUBBER GASKET)	\$ 170.00	L.F.	140	\$ 23,800.00
6'x5' R.C.B.	\$ 340.00	L.F.	100	\$ 34,000.00
DROP INLET	\$ 3,000.00	EA.	1	\$ 3,000.00
10' CURB INLET	\$ 3,000.00	EA.	10	\$ 30,000.00
12' CURB INLET	\$ 3,200.00	EA.	2	\$ 6,400.00
10' RECESSED CURB INLET	\$ 3,200.00	EA.	2	\$ 6,400.00
4'X4' STORM MANHOLE	\$ 3,600.00	EA.	2	\$ 7,200.00
6'X6' STORM MANHOLE	\$ 5,500.00	EA.	1	\$ 5,500.00
CONSTRUCT RCP HEADWALL	\$ 2,200.00	EA.	4	\$ 8,800.00
CONSTRUCT RCB HEADWALL	\$ 9,500.00	EA.	1	\$ 9,500.00
CONCRETE FLUME	\$ 12.00	L.F.	10	\$ 120.00
TRENCH SAFETY	\$ 1.00	L.F.	3370	\$ 3,370.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 34,989.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,747.25
TOTAL				\$ 393,626.25

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	51700	\$ 155,100.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	931	\$ 144,305.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	48500	\$ 1,455,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	6	\$ 3,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	43	\$ 47,300.00
SAWCUT EXISTING CURB & GUTTER	\$ 12.00	L.F.	126	\$ 1,512.00
INSTALL STREET HEADER AND BARRICADE	\$ 1,500.00	EA.	2	\$ 3,000.00
4' SIDEWALK	\$ 4.50	S.F.	22300	\$ 100,350.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	15	\$ 22,500.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	\$ 4,500.00	EA.	27	\$ 121,500.00
STREET NAME BLADE	\$ 400.00	EA.	50	\$ 20,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 208,356.70
MISCELLANEOUS ITEMS (2.5%)				\$ 52,089.18
TOTAL				\$ 2,344,012.88

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	21200	\$ 63,600.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	382	\$ 59,210.00
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	\$ 42.00	S.Y.	7000	\$ 294,000.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	12800	\$ 384,000.00
12" TYPE "B" ASPHALT BASE	\$ 70.00	S.Y.	1665	\$ 116,550.00
2" TYPE "C" ASPHALT OVERLAY	\$ 15.00	S.Y.	4521	\$ 67,815.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	10	\$ 11,000.00
SAWCUT EXISTING CURB & GUTTER	\$ 12.00	L.F.	240	\$ 2,880.00
INSTALL STREET HEADER AND BARRICADE	\$ 1,500.00	EA.	1	\$ 1,500.00
6' SIDEWALK	\$ 4.50	S.F.	22500	\$ 101,250.00
STRIPING, BUTTONING, ETC.	\$ 30,000.00	L.S.	1	\$ 30,000.00
FM2478 EXCAVATION	\$ 10,000.00	L.S.	1	\$ 10,000.00
BRIDGE	\$ 550,000.00	L.S.	1	\$ 550,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	4	\$ 6,000.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	\$ 4,500.00	EA.	1	\$ 4,500.00
STREET NAME BLADE	\$ 400.00	EA.	10	\$ 4,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 171,630.50
MISCELLANEOUS ITEMS (2.5%)				\$ 42,907.63
TOTAL				\$ 1,930,843.13

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,700.00	L.S.	1	\$ 4,700.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 191,908.67	L.S.	1	\$ 191,908.67
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT.	154	\$ 38,500.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 268,108.67

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 120,389.29	L.S.	1	\$ 120,389.29
TOTAL				\$ 120,389.29

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 154

Prepared: 05/19/14

Total Acres: 63

Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$109,716	\$712	\$1,742
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$17,888	\$116	\$284
EXCAVATION (DIRECT)	\$103,838	\$674	\$1,648
EXCAVATION (MAJOR IMPROVEMENTS)	\$168,525	\$1,094	\$2,675
RETAINING WALL (DIRECT)	\$14,006	\$91	\$222
RETAINING WALL (MAJOR IMPROVEMENTS)	\$20,250	\$131	\$321
WATER (DIRECT)	\$466,313	\$3,028	\$7,402
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$285,300	\$1,853	\$4,529
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$338,153	\$2,196	\$5,368
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$1,171,322	\$7,606	\$18,592
PAVING (MAJOR IMPROVEMENTS)	\$45,000	\$292	\$714
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$166,643	\$1,082	\$2,645
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$1,800	\$12	\$29
GRAND TOTAL	\$2,908,752	\$18,888	\$46,171

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **154**
Prepared: **05/19/14**

Total Acres: **63**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	12000	\$ 18,000.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	9	\$ 16,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	14300	\$ 17,875.00
DISK & SEED	\$ 325.00	ACRE	66	\$ 21,450.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,752.50
MISCELLANEOUS ITEMS (2.5%)				\$ 2,438.13
TOTAL				\$ 109,715.63

- NOTE:**
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	1400	\$ 2,100.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	1	\$ 1,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,590.00
MISCELLANEOUS ITEMS (2.5%)				\$ 397.50
TOTAL				\$ 17,887.50

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	25	\$ 42,500.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	4	\$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	19000	\$ 41,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,230.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,307.50
TOTAL				\$ 103,837.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	4	\$ 6,800.00
POND EXCAVATION	\$ 2.20	C.Y.	65000	\$ 143,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 14,980.00
MISCELLANEOUS ITEMS (2.5%)				\$ 3,745.00
TOTAL				\$ 168,525.00

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
5' WALL	\$ 83.00	L.F.	150	\$ 12,450.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,245.00
MISCELLANEOUS ITEMS (2.5%)				\$ 311.25
TOTAL				\$ 14,006.25
RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	120	\$ 4,800.00
3' WALL	\$ 50.00	L.F.	120	\$ 6,000.00
4' WALL	\$ 60.00	L.F.	120	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,800.00
MISCELLANEOUS ITEMS (2.5%)				\$ 450.00
TOTAL				\$ 20,250.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **154**
Prepared: **05/19/14**

Total Acres: **63**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	7550	\$ 158,550.00
6" GATE VALVE & BOX	\$ 800.00	EA.	18	\$ 14,400.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	24	\$ 27,600.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	18	\$ 63,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	154	\$ 92,400.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	2	\$ 2,200.00
CONNECT TO EXISTING	\$ 500.00	EA.	7	\$ 3,500.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	6.3	\$ 47,187.50
TESTING & CHLORINATION	\$ 0.75	L.F.	7550	\$ 5,662.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 41,450.00
MISCELLANEOUS ITEMS (2.5%)				\$ 10,362.50
TOTAL				\$ 466,312.50

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	4800	\$ 105,600.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	12	\$ 36,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	6	\$ 3,000.00
4" SERVICE LINES	\$ 600.00	EA.	154	\$ 92,400.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	200	\$ 7,000.00
TRENCH SAFETY	\$ 1.00	L.F.	4800	\$ 4,800.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	4800	\$ 4,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 25,360.00
MISCELLANEOUS ITEMS (2.5%)				\$ 6,340.00
TOTAL				\$ 285,300.00

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	180	\$ 7,200.00
21" R.C.P.	\$ 45.00	L.F.	500	\$ 22,500.00
24" R.C.P.	\$ 50.00	L.F.	1110	\$ 55,500.00
27" R.C.P.	\$ 55.00	L.F.	380	\$ 20,900.00
30" R.C.P.	\$ 65.00	L.F.	70	\$ 4,550.00
36" R.C.P.	\$ 80.00	L.F.	100	\$ 8,000.00
42" R.C.P.	\$ 110.00	L.F.	240	\$ 26,400.00
7' X 4' R.C.B.	\$ 240.00	L.F.	100	\$ 24,000.00
CURB INLET	\$ 4,500.00	EA.	18	\$ 81,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	2	\$ 8,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
4' X 4' HEADWALL	\$ 5,000.00	EA.	1	\$ 5,000.00
7' X 4' HEADWALL	\$ 9,500.00	EA.	2	\$ 19,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	225	\$ 11,250.00
TRENCH SAFETY	\$ 1.00	L.F.	2680	\$ 2,680.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 30,058.00
MISCELLANEOUS ITEMS (2.5%)				\$ 7,514.50
TOTAL				\$ 338,152.50

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **154**
Prepared: **05/19/14**

Total Acres: **63**
Revised: **11/22/16**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	28900	\$ 86,700.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	525	\$ 81,375.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	27100	\$ 813,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	6	\$ 3,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	25	\$ 27,500.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	8	\$ 12,000.00
STREET NAME BLADE	\$ 400.00	EA.	19	\$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 104,117.50
MISCELLANEOUS ITEMS (2.5%)				\$ 26,029.38
TOTAL				\$ 1,171,321.88

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8' TRAIL	\$ 4.00	S.F.	10000	\$ 40,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 4,000.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,000.00
TOTAL				\$ 45,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,700.00	L.S.	1	\$ 4,700.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 90,443.48	L.S.	1	\$ 90,443.48
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT.	154	\$ 38,500.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 166,643.48

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 1,800.00	L.S.	1	\$ 1,800.00
TOTAL				\$ 1,800.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 171

Prepared: 05/19/14

Total Acres: 64

Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$114,919	\$672	\$1,796
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$20,419	\$119	\$319
EXCAVATION (DIRECT)	\$90,833	\$531	\$1,419
EXCAVATION (MAJOR IMPROVEMENTS)	\$11,070	\$65	\$173
RETAINING WALL (DIRECT)	\$0	\$0	\$0
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$506,306	\$2,961	\$7,911
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$434,678	\$2,542	\$6,792
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$426,926	\$2,497	\$6,671
STORM SEWER (MAJOR IMPROVEMENTS)	\$12,375	\$72	\$193
PAVING (DIRECT)	\$1,408,134	\$8,235	\$22,002
PAVING (MAJOR IMPROVEMENTS)	\$382,106	\$2,235	\$5,970
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$194,092	\$1,135	\$3,033
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$15,779	\$92	\$247
GRAND TOTAL	\$3,617,637	\$21,156	\$56,526

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **171**
Prepared: **05/19/14**

Total Acres: **64**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	7000	\$ 10,500.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	8	\$ 14,400.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	19800	\$ 24,750.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	3400	\$ 5,100.00
DISK & SEED	\$ 325.00	ACRE	72	\$ 23,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 10,215.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,553.75
TOTAL				\$ 114,918.75

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	1700	\$ 2,550.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	2	\$ 3,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,815.00
MISCELLANEOUS ITEMS (2.5%)				\$ 453.75
TOTAL				\$ 20,418.75

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	19	\$ 32,300.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	2	\$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	20200	\$ 44,440.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 8,074.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,018.50
TOTAL				\$ 90,832.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	1	\$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	3700	\$ 8,140.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 984.00
MISCELLANEOUS ITEMS (2.5%)				\$ 246.00
TOTAL				\$ 11,070.00

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **171**
Prepared: **05/19/14**

Total Acres: **64**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	8000	\$ 168,000.00
6" GATE VALVE & BOX	\$ 800.00	EA.	19	\$ 15,200.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	29	\$ 33,350.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	19	\$ 66,500.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	171	\$ 102,600.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	2	\$ 2,200.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	6.7	\$ 50,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	8	\$ 4,000.00
TESTING & CHLORINATION	\$ 0.75	L.F.	8000	\$ 6,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 45,005.00
MISCELLANEOUS ITEMS (2.5%)				\$ 11,251.25
TOTAL				\$ 506,306.25

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	7970	\$ 175,340.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	27	\$ 81,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	171	\$ 102,600.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	300	\$ 10,500.00
TRENCH SAFETY	\$ 1.00	L.F.	7970	\$ 7,970.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	7970	\$ 7,970.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 38,638.00
MISCELLANEOUS ITEMS (2.5%)				\$ 9,659.50
TOTAL				\$ 434,677.50

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	360	\$ 14,400.00
21" R.C.P.	\$ 45.00	L.F.	530	\$ 23,850.00
24" R.C.P.	\$ 50.00	L.F.	350	\$ 17,500.00
27" R.C.P.	\$ 55.00	L.F.	90	\$ 4,950.00
30" R.C.P.	\$ 65.00	L.F.	480	\$ 31,200.00
36" R.C.P.	\$ 80.00	L.F.	240	\$ 19,200.00
42" R.C.P.	\$ 110.00	L.F.	150	\$ 16,500.00
48" R.C.P.	\$ 125.00	L.F.	290	\$ 36,250.00
4' X 4' R.C.B.	\$ 180.00	L.F.	250	\$ 45,000.00
5' X 4' R.C.B.	\$ 200.00	L.F.	250	\$ 50,000.00
CURB INLET	\$ 4,500.00	EA.	22	\$ 99,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	1	\$ 4,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	1	\$ 500.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	2	\$ 5,600.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	135	\$ 6,750.00
TRENCH SAFETY	\$ 1.00	L.F.	2990	\$ 2,990.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 37,949.00
MISCELLANEOUS ITEMS (2.5%)				\$ 9,487.25
TOTAL				\$ 426,926.25

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **171**
Prepared: **05/19/14**

Total Acres: **64**
Revised: **11/22/16**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
21" R.C.P.	\$ 40.00	L.F.	50	\$ 2,000.00
CURB INLET	\$ 4,500.00	EA.	2	\$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,100.00
MISCELLANEOUS ITEMS (2.5%)				\$ 275.00
TOTAL				\$ 12,375.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	33600	\$ 100,800.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	605	\$ 93,775.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	31400	\$ 942,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	13400	\$ 53,600.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	36	\$ 39,600.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STREET STOP SIGNS	\$ 400.00	EA.	7	\$ 2,800.00
STREET NAME BLADES	\$ 400.00	EA.	19	\$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 125,167.50
MISCELLANEOUS ITEMS (2.5%)				\$ 31,291.88
TOTAL				\$ 1,408,134.38

PAVING (MAJOR IMPROVEMENT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	5000	\$ 15,000.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	90	\$ 13,950.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	\$ 39.00	S.Y.	4600	\$ 179,400.00
8" REINF. CONCRETE TURN LANES	\$ 42.00	S.Y.	1050	\$ 44,100.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
4' SIDEWALK	\$ 4.00	S.F.	3800	\$ 15,200.00
8' TRAIL	\$ 4.00	S.F.	4300	\$ 17,200.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	39	\$ 42,900.00
TURN LANE BUTTONING AND STRIPING	\$ 4.00	L.F.	450	\$ 1,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 5,000.00	L.S.	1	\$ 5,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	2	\$ 3,000.00
STREET NAME BLADE	\$ 400.00	EA.	4	\$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,965.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,491.25
TOTAL				\$ 382,106.25

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 7,300.00	L.S.	1	\$ 7,300.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 111,041.78	L.S.	1	\$ 111,041.78
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	171	\$ 42,750.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 194,091.78

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 15,779.25	L.S.	1	\$ 15,779.25
TOTAL				\$ 15,779.25

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 222

Prepared: 05/19/14

Total Acres: 99

Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$158,653	\$715	\$1,603
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$27,338	\$123	\$276
EXCAVATION (DIRECT)	\$143,685	\$647	\$1,451
EXCAVATION (MAJOR IMPROVEMENTS)	\$14,288	\$64	\$144
RETAINING WALL (DIRECT)	\$27,810	\$125	\$281
RETAINING WALL (MAJOR IMPROVEMENTS)	\$10,125	\$46	\$102
WATER (DIRECT)	\$629,719	\$2,837	\$6,361
WATER (MAJOR IMPROVEMENTS)	\$277,988	\$1,252	\$2,808
SANITARY SEWER (DIRECT)	\$440,235	\$1,983	\$4,447
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$646,943	\$2,914	\$6,535
STORM SEWER (MAJOR IMPROVEMENTS)	\$21,938	\$99	\$222
PAVING (DIRECT)	\$1,973,627	\$8,890	\$19,936
PAVING (MAJOR IMPROVEMENTS)	\$369,214	\$1,663	\$3,729
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$244,171	\$1,100	\$2,466
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$26,766	\$121	\$270
GRAND TOTAL	\$5,012,496	\$22,579	\$50,631

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **222**
Prepared: **05/19/14**

Total Acres: **99**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	18500	\$ 27,750.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	10	\$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	3	\$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	24800	\$ 31,000.00
DISK & SEED	\$ 325.00	ACRE	87	\$ 28,275.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 14,102.50
MISCELLANEOUS ITEMS (2.5%)				\$ 3,525.63
TOTAL				\$ 158,653.13

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	2200	\$ 3,300.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	5	\$ 9,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 2,430.00
MISCELLANEOUS ITEMS (2.5%)				\$ 607.50
TOTAL				\$ 27,337.50

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	25	\$ 42,500.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	4	\$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	35100	\$ 77,220.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 12,772.00
MISCELLANEOUS ITEMS (2.5%)				\$ 3,193.00
TOTAL				\$ 143,685.00

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	1	\$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	5000	\$ 11,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,270.00
MISCELLANEOUS ITEMS (2.5%)				\$ 317.50
TOTAL				\$ 14,287.50

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	120	\$ 4,800.00
5' WALL	\$ 83.00	L.F.	240	\$ 19,920.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 2,472.00
MISCELLANEOUS ITEMS (2.5%)				\$ 618.00
TOTAL				\$ 27,810.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
4' WALL	\$ 60.00	L.F.	150	\$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 900.00
MISCELLANEOUS ITEMS (2.5%)				\$ 225.00
TOTAL				\$ 10,125.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **222**
Prepared: **05/19/14**

Total Acres: **99**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	9600	\$ 201,600.00
6" GATE VALVE & BOX	\$ 800.00	EA.	24	\$ 19,200.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	47	\$ 54,050.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	24	\$ 84,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	222	\$ 133,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	8.0	\$ 60,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	9600	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 55,975.00
MISCELLANEOUS ITEMS (2.5%)				\$ 13,993.75
TOTAL				\$ 629,718.75

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
12" P.V.C. WATERLINE	\$ 33.00	L.F.	4400	\$ 145,200.00
6" GATE VALVE & BOX	\$ 800.00	EA.	8	\$ 6,400.00
12" GATE VALVE & BOX	\$ 2,100.00	EA.	17	\$ 35,700.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	8	\$ 28,000.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	3.7	\$ 27,500.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
TESTING & CHLORINATION	\$ 0.75	L.F.	4400	\$ 3,300.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 24,710.00
MISCELLANEOUS ITEMS (2.5%)				\$ 6,177.50
TOTAL				\$ 277,987.50

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	8130	\$ 178,860.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	18	\$ 54,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	4	\$ 2,000.00
4" SERVICE LINES	\$ 600.00	EA.	222	\$ 133,200.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	200	\$ 7,000.00
TRENCH SAFETY	\$ 1.00	L.F.	8130	\$ 8,130.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	8130	\$ 8,130.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 39,132.00
MISCELLANEOUS ITEMS (2.5%)				\$ 9,783.00
TOTAL				\$ 440,235.00

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **222**
Prepared: **05/19/14**

Total Acres: **99**
Revised: **11/22/16**

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	410	\$ 16,400.00
21" R.C.P.	\$ 45.00	L.F.	1770	\$ 79,650.00
24" R.C.P.	\$ 50.00	L.F.	1380	\$ 69,000.00
27" R.C.P.	\$ 55.00	L.F.	280	\$ 15,400.00
30" R.C.P.	\$ 65.00	L.F.	880	\$ 57,200.00
36" R.C.P.	\$ 80.00	L.F.	410	\$ 32,800.00
48" R.C.P.	\$ 125.00	L.F.	420	\$ 52,500.00
6' X 4' R.C.B.	\$ 220.00	L.F.	60	\$ 13,200.00
CURB INLET	\$ 4,500.00	EA.	43	\$ 193,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	5	\$ 20,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	2	\$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
6' X 4' HEADWALL	\$ 9,500.00	EA.	1	\$ 9,500.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	90	\$ 4,500.00
GRADE TO DRAIN	\$ 10.00	L.F.	300	\$ 3,000.00
TRENCH SAFETY	\$ 1.00	L.F.	5610	\$ 5,610.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 57,506.00
MISCELLANEOUS ITEMS (2.5%)				\$ 14,376.50
TOTAL				\$ 646,942.50

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
21" R.C.P.	\$ 40.00	L.F.	150	\$ 6,000.00
CURB INLET	\$ 4,500.00	EA.	3	\$ 13,500.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,950.00
MISCELLANEOUS ITEMS (2.5%)				\$ 487.50
TOTAL				\$ 21,937.50

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	48700	\$ 146,100.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	877	\$ 135,935.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	45700	\$ 1,371,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	5	\$ 2,500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	3000	\$ 12,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	49	\$ 53,900.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 15,000.00	L.S.	1	\$ 15,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	11	\$ 4,400.00
STREET NAME BLADE	\$ 400.00	EA.	30	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 175,433.50
MISCELLANEOUS ITEMS (2.5%)				\$ 43,858.38
TOTAL				\$ 1,973,626.88

PAVING (MAJOR IMPROVEMENT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	6600	\$ 19,800.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	118	\$ 18,290.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	\$ 39.00	S.Y.	6100	\$ 237,900.00
8" REINF. CONCRETE TURN LANES	\$ 42.00	S.Y.	700	\$ 29,400.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	1	\$ 500.00
4' SIDEWALK	\$ 4.00	S.F.	3200	\$ 12,800.00
TURN LANE BUTTONING AND STRIPING	\$ 4.00	L.F.	300	\$ 1,200.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 5,000.00	L.S.	1	\$ 5,000.00
STREET STOP SIGNS	\$ 400.00	EA.	3	\$ 1,200.00
STREET NAME BLADES	\$ 400.00	EA.	4	\$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 32,819.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,204.75
TOTAL				\$ 369,213.75

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **222**
Prepared: **05/19/14**

Total Acres: **99**
Revised: **11/22/16**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 6,300.00	L.S.	1	\$ 6,300.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 147,620.93	L.S.	1	\$ 147,620.93
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	L.S.	229	\$ 57,250.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 244,170.93

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 26,765.55	L.S.	1	\$ 26,765.55
TOTAL				\$ 26,765.55

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 128

Prepared: 05/19/14

Total Acres: 36

Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$91,997	\$719	\$2,555
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
EXCAVATION (DIRECT)	\$60,953	\$476	\$1,693
EXCAVATION (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
RETAINING WALL (DIRECT)	\$72,900	\$570	\$2,025
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$362,756	\$2,834	\$10,077
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$353,621	\$2,763	\$9,823
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$246,971	\$1,929	\$6,860
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$852,114	\$6,657	\$23,670
PAVING (MAJOR IMPROVEMENTS)	\$72,000	\$563	\$2,000
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$141,719	\$1,107	\$3,937
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$2,880	\$23	\$80
GRAND TOTAL	\$2,257,911	\$17,640	\$62,720

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **128**
Prepared: **05/19/14**

Total Acres: **36**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	10000	\$ 15,000.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	10	\$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	10200	\$ 12,750.00
DISK & SEED	\$ 325.00	ACRE	37	\$ 12,025.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 8,177.50
MISCELLANEOUS ITEMS (2.5%)				\$ 2,044.38
TOTAL				\$ 91,996.88

NOTE:
1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	11	\$ 18,700.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	3	\$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	13400	\$ 29,480.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,418.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,354.50
TOTAL				\$ 60,952.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6' WALL	\$ 108.00	L.F.	600	\$ 64,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,480.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,620.00
TOTAL				\$ 72,900.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	5600	\$ 117,600.00
6" GATE VALVE & BOX	\$ 800.00	EA.	14	\$ 11,200.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	19	\$ 21,850.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	14	\$ 49,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	128	\$ 76,800.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	1	\$ 1,100.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	4.7	\$ 35,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	7	\$ 3,500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	5600	\$ 4,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 32,245.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,061.25
TOTAL				\$ 362,756.25

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **128**
Prepared: **05/19/14**

Total Acres: **36**
Revised: **11/22/16**

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	6970	\$ 153,340.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	20	\$ 60,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4" SERVICE LINES	\$ 600.00	EA.	128	\$ 76,800.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	250	\$ 8,750.00
TRENCH SAFETY	\$ 1.00	L.F.	6970	\$ 6,970.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	6970	\$ 6,970.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 31,433.00
MISCELLANEOUS ITEMS (2.5%)				\$ 7,858.25
TOTAL				\$ 353,621.25

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	150	\$ 6,000.00
21" R.C.P.	\$ 45.00	L.F.	270	\$ 12,150.00
24" R.C.P.	\$ 50.00	L.F.	910	\$ 45,500.00
30" R.C.P.	\$ 65.00	L.F.	180	\$ 11,700.00
36" R.C.P.	\$ 80.00	L.F.	110	\$ 8,800.00
42" R.C.P.	\$ 110.00	L.F.	180	\$ 19,800.00
48" R.C.P.	\$ 125.00	L.F.	180	\$ 22,500.00
CURB INLET	\$ 4,500.00	EA.	13	\$ 58,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	1	\$ 4,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	\$ 4,000.00	EA.	2	\$ 8,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	180	\$ 9,000.00
GRADE TO DRAIN	\$ 10.00	L.F.	700	\$ 7,000.00
TRENCH SAFETY	\$ 1.00	L.F.	1980	\$ 1,980.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 21,953.00
MISCELLANEOUS ITEMS (2.5%)				\$ 5,488.25
TOTAL				\$ 246,971.25

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **128**
Prepared: **05/19/14**

Total Acres: **36**
Revised: **11/22/16**

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	20900	\$ 62,700.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	377	\$ 58,435.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	19500	\$ 585,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	2200	\$ 8,800.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	20	\$ 22,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 1.00	L.S.	10000	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	6	\$ 2,400.00
STREET NAME BLADE	\$ 400.00	EA.	14	\$ 5,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 75,743.50
MISCELLANEOUS ITEMS (2.5%)				\$ 18,935.88
TOTAL				\$ 852,114.38

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8' TRAIL	\$ 4.00	S.F.	16000	\$ 64,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,400.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,600.00
TOTAL				\$ 72,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,100.00	L.S.	1	\$ 4,100.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 72,618.53	L.S.	1	\$ 72,618.53
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	128	\$ 32,000.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 141,718.53

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 2,880.00	L.S.	1	\$ 2,880.00
TOTAL				\$ 2,880.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **79**
Prepared: **05/19/14**

Total Acres: **40**
Revised: **11/22/16**

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$75,895	\$961	\$1,897
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$0	\$0.00	\$0.00
EXCAVATION (DIRECT)	\$42,075	\$533	\$1,052
EXCAVATION (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
RETAINING WALL (DIRECT)	\$21,600	\$273	\$540
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$189,169	\$2,395	\$4,729
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$77,400	\$980	\$1,935
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$231,311	\$2,928	\$5,783
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$578,430	\$7,322	\$14,461
PAVING (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$99,000	\$1,253	\$2,475
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$0	\$0	\$0
GRAND TOTAL	\$1,314,880	\$16,644	\$32,872

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **79**
Prepared: **05/19/14**

Total Acres: **40**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	9100	\$ 13,650.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	7	\$ 12,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	6750	\$ 8,437.50
DISK & SEED	\$ 325.00	ACRE	27	\$ 8,775.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,746.25
MISCELLANEOUS ITEMS (2.5%)				\$ 1,686.56
TOTAL				\$ 75,895.31

- NOTE:**
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	8	\$ 13,600.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	2	\$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	9000	\$ 19,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 3,740.00
MISCELLANEOUS ITEMS (2.5%)				\$ 935.00
TOTAL				\$ 42,075.00

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	150	\$ 6,000.00
3' WALL	\$ 50.00	L.F.	120	\$ 6,000.00
4' WALL	\$ 60.00	L.F.	120	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,920.00
MISCELLANEOUS ITEMS (2.5%)				\$ 480.00
TOTAL				\$ 21,600.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **79**
Prepared: **05/19/14**

Total Acres: **40**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	2700	\$ 56,700.00
6" GATE VALVE & BOX	\$ 800.00	EA.	7	\$ 5,600.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	9	\$ 10,350.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	7	\$ 24,500.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	79	\$ 47,400.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	2.3	\$ 16,875.00
CONNECT TO EXISTING	\$ 500.00	EA.	5	\$ 2,500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	2700	\$ 2,025.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 16,815.00
MISCELLANEOUS ITEMS (2.5%)				\$ 4,203.75
TOTAL				\$ 189,168.75

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	600	\$ 13,200.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	2	\$ 6,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	79	\$ 47,400.00
TRENCH SAFETY	\$ 1.00	L.F.	600	\$ 600.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	600	\$ 600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,880.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,720.00
TOTAL				\$ 77,400.00

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	200	\$ 8,000.00
21" R.C.P.	\$ 45.00	L.F.	190	\$ 8,550.00
24" R.C.P.	\$ 50.00	L.F.	100	\$ 5,000.00
30" R.C.P.	\$ 65.00	L.F.	300	\$ 19,500.00
36" R.C.P.	\$ 80.00	L.F.	550	\$ 44,000.00
42" R.C.P.	\$ 110.00	L.F.	60	\$ 6,600.00
48" R.C.P.	\$ 125.00	L.F.	130	\$ 16,250.00
5' X 4' R.C.B.	\$ 200.00	L.F.	80	\$ 16,000.00
CURB INLET	\$ 4,500.00	EA.	10	\$ 45,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	2	\$ 8,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	2	\$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	\$ 4,000.00	EA.	1	\$ 4,000.00
5' X 4' HEADWALL	\$ 7,500.00	EA.	1	\$ 7,500.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	180	\$ 9,000.00
GRADE TO DRAIN	\$ 10.00	L.F.	100	\$ 1,000.00
TRENCH SAFETY	\$ 1.00	L.F.	1610	\$ 1,610.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 20,561.00
MISCELLANEOUS ITEMS (2.5%)				\$ 5,140.25
TOTAL				\$ 231,311.25

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **79**
Prepared: **05/19/14**

Total Acres: **40**
Revised: **11/22/16**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	14000	\$ 42,000.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	252	\$ 39,060.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	13200	\$ 396,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	4	\$ 2,000.00
4' SIDEWALK	\$ 4.00	S.F.	1400	\$ 5,600.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	13	\$ 14,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	4	\$ 1,600.00
STREET NAME BLADE	\$ 400.00	EA.	9	\$ 3,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 51,416.00
MISCELLANEOUS ITEMS (2.5%)				\$ 12,854.00
TOTAL				\$ 578,430.00

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 2,800.00	L.S.	1	\$ 2,800.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 43,052.40	L.S.	1	\$ 43,052.40
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	79	\$ 19,750.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 99,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **135**
Prepared: **05/19/14**

Total Acres: **57**
Revised: **11/22/16**

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$110,588	\$819	\$1,940
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$4,219	\$31	\$74
EXCAVATION (DIRECT)	\$84,488	\$626	\$1,482
EXCAVATION (MAJOR IMPROVEMENTS)	\$67,838	\$503	\$1,190
RETAINING WALL (DIRECT)	\$10,125	\$75	\$178
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$379,350	\$2,810	\$6,655
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$378,056	\$2,800	\$6,633
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$376,459	\$2,789	\$6,605
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$1,202,951	\$8,911	\$21,104
PAVING (MAJOR IMPROVEMENTS)	\$67,500	\$500	\$1,184
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$172,623	\$1,279	\$3,028
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$2,700	\$20	\$47
GRAND TOTAL	\$2,856,895	\$21,162	\$50,121

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **135**
Prepared: **05/19/14**

Total Acres: **57**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	8300	\$ 12,450.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	10	\$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	3	\$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	13000	\$ 16,250.00
DISK & SEED	\$ 325.00	ACRE	48	\$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,830.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,457.50
TOTAL				\$ 110,587.50

- NOTE:**
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	3000	\$ 3,750.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 375.00
MISCELLANEOUS ITEMS (2.5%)				\$ 93.75
TOTAL				\$ 4,218.75

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	18	\$ 30,600.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	3	\$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	17500	\$ 38,500.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 7,510.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,877.50
TOTAL				\$ 84,487.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	7	\$ 11,900.00
POND EXCAVATION	\$ 2.20	C.Y.	22000	\$ 48,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,030.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,507.50
TOTAL				\$ 67,837.50

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
4' WALL	\$ 60.00	L.F.	150	\$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 900.00
MISCELLANEOUS ITEMS (2.5%)				\$ 225.00
TOTAL				\$ 10,125.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **135**
Prepared: **05/19/14**

Total Acres: **57**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	5350	\$ 112,350.00
6" GATE VALVE & BOX	\$ 800.00	EA.	16	\$ 12,800.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	26	\$ 29,900.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	16	\$ 56,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	135	\$ 81,000.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	4.5	\$ 33,437.50
CONNECT TO EXISTING	\$ 500.00	EA.	11	\$ 5,500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	5350	\$ 4,012.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,720.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,430.00
TOTAL				\$ 379,350.00

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	7200	\$ 158,400.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	24	\$ 72,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4" SERVICE LINES	\$ 600.00	EA.	135	\$ 81,000.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	250	\$ 8,750.00
TRENCH SAFETY	\$ 1.00	L.F.	7200	\$ 7,200.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	7200	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,605.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,401.25
TOTAL				\$ 378,056.25

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	220	\$ 8,800.00
21" R.C.P.	\$ 45.00	L.F.	450	\$ 20,250.00
24" R.C.P.	\$ 50.00	L.F.	650	\$ 32,500.00
27" R.C.P.	\$ 55.00	L.F.	590	\$ 32,450.00
30" R.C.P.	\$ 65.00	L.F.	260	\$ 16,900.00
42" R.C.P.	\$ 110.00	L.F.	160	\$ 17,600.00
4' X 4' R.C.B.	\$ 180.00	L.F.	180	\$ 32,400.00
8' X 4' R.C.B.	\$ 260.00	L.F.	120	\$ 31,200.00
CURB INLET	\$ 4,500.00	EA.	18	\$ 81,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	2	\$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	2	\$ 3,600.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
4' X 4' HEADWALL	\$ 5,000.00	EA.	1	\$ 5,000.00
8' X 4' HEADWALL	\$ 16,500.00	EA.	2	\$ 33,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	270	\$ 13,500.00
TRENCH SAFETY	\$ 1.00	L.F.	2630	\$ 2,630.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,463.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,365.75
TOTAL				\$ 376,458.75

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **135**
Prepared: **05/19/14**

Total Acres: **57**
Revised: **11/22/16**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	28800	\$ 86,400.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	518	\$ 80,290.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	27000	\$ 810,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	8	\$ 4,000.00
4' SIDEWALK	\$ 4.50	S.F.	6200	\$ 27,900.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	33	\$ 36,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	11	\$ 4,400.00
STREET NAME BLADE	\$ 400.00	EA.	25	\$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 106,929.00
MISCELLANEOUS ITEMS (2.5%)				\$ 26,732.25
TOTAL				\$ 1,202,951.25

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8' TRAIL	\$ 4.00	S.F.	15000	\$ 60,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,000.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,500.00
TOTAL				\$ 67,500.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,900.00	L.S.	1	\$ 4,900.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 93,472.65	L.S.	1	\$ 93,472.65
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	165	\$ 41,250.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 172,622.65

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 2,700.00	L.S.	1	\$ 2,700.00
TOTAL				\$ 2,700.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **188**

Prepared: **05/19/14**

Total Acres: **50**

Revised: **11/22/16**

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$69,609	\$370	\$1,392
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
EXCAVATION (DIRECT)	\$115,988	\$617	\$2,320
EXCAVATION (MAJOR IMPROVEMENTS)	\$61,875	\$329	\$1,238
RETAINING WALL (DIRECT)	\$0	\$0	\$0
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$492,609	\$2,620	\$9,852
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$379,688	\$2,020	\$7,594
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$364,815	\$1,941	\$7,296
STORM SEWER (MAJOR IMPROVEMENTS)	\$54,000	\$287	\$1,080
PAVING (DIRECT)	\$1,008,473	\$5,364	\$20,169
PAVING (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$174,323	\$927	\$3,486
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$2,160	\$11	\$43
GRAND TOTAL	\$2,723,540	\$14,487	\$54,471

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **188**
Prepared: **05/19/14**

Total Acres: **50**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	5700	\$ 8,550.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	12800	\$ 16,000.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	1300	\$ 1,950.00
DISK & SEED	\$ 325.00	AC.	35	\$ 11,375.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,187.50
MISCELLANEOUS ITEMS (2.5%)				\$ 1,546.88
TOTAL				\$ 69,609.38

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	AC.	35	\$ 59,500.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	2	\$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	CY.	18000	\$ 39,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 10,310.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,577.50
TOTAL				\$ 115,987.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
POND EXCAVATION	\$ 2.20	C.Y.	25000	\$ 55,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,500.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,375.00
TOTAL				\$ 61,875.00

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	6600	\$ 138,600.00
8" P.V.C. WATERLINE BY BORE	\$ 300.00	L.F.	100	\$ 30,000.00
6" GATE VALVE & BOX	\$ 800.00	EA.	13	\$ 10,400.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	22	\$ 25,300.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	13	\$ 45,500.00
12" x 8" TAPPING SLEEVE & VALVE	\$ 6,000.00	EA.	1	\$ 6,000.00
8" x 8" TAPPING SLEEVE & VALVE	\$ 4,500.00	EA.	2	\$ 9,000.00
1" SINGLE SERVICE	\$ 650.00	EA.	188	\$ 122,200.00
1.5" IRRIGATION SERVICE	\$ 800.00	EA.	1	\$ 800.00
CONNECT TO EXISTING	\$ 500.00	EA.	4	\$ 2,000.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TN.	5.5	\$ 41,250.00
REMOVE EXISTING WATER MAIN AND VALVES	\$ 12.50	L.F.	150	\$ 1,875.00
TESTING & CHLORINATION	\$ 0.75	L.F.	6600	\$ 4,950.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 43,787.50
MISCELLANEOUS ITEMS (2.5%)				\$ 10,946.88
TOTAL				\$ 492,609.38

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **188**
Prepared: **05/19/14**

Total Acres: **50**
Revised: **11/22/16**

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	LF.	6600	\$ 145,200.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	12	\$ 36,000.00
4' DIAMETER DROP MANHOLE	\$ 6,000.00	EA.	2	\$ 12,000.00
CLEANOUT	\$ 500.00	EA.	1	\$ 500.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	188	\$ 112,800.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	200	\$ 7,000.00
REMOVE EXISTING SANITARY SEWER MAIN	\$ 10.00	L.F.	650	\$ 6,500.00
TRENCH SAFETY	\$ 1.50	L.F.	6600	\$ 9,900.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	6600	\$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,750.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,437.50
TOTAL				\$ 379,687.50

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P. (Reinforced Concrete Pipe)	\$ 40.00	L.F.	300	\$ 12,000.00
21" R.C.P.	\$ 45.00	L.F.	300	\$ 13,500.00
24" R.C.P.	\$ 50.00	L.F.	1400	\$ 70,000.00
30" R.C.P.	\$ 65.00	L.F.	220	\$ 14,300.00
33" R.C.P.	\$ 70.00	L.F.	540	\$ 37,800.00
36" R.C.P.	\$ 80.00	L.F.	100	\$ 8,000.00
42" R.C.P.	\$ 110.00	L.F.	520	\$ 57,200.00
CURB INLET	\$ 4,500.00	EA.	17	\$ 76,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	5	\$ 20,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
ROCK-RIP-RAP	\$ 50.00	SY.	50	\$ 2,500.00
REMOVE EXISTING STORM SEWER MAIN	\$ 20.00	L.F.	200	\$ 4,000.00
REMOVE DROP INLET AND CONNECT TO EXISTING RCP	\$ 500.00	EA.	1	\$ 500.00
TRENCH SAFETY	\$ 1.00	L.F.	3380	\$ 3,380.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 32,428.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,107.00
TOTAL				\$ 364,815.00

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
POND FOUNTAIN	\$ 30,000.00	EA.	1	\$ 30,000.00
POND OUTLET STRUCTURE	\$ 18,000.00	EA.	1	\$ 18,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,200.00
TOTAL				\$ 54,000.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	SY.	24100	\$ 72,300.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TN.	434	\$ 67,270.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	SY.	22600	\$ 678,000.00
4' SIDEWALK	\$ 4.50	SF.	1400	\$ 6,300.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	31	\$ 34,100.00
SAWCUT AND REMOVE EX CONCRETE PAVEMENT	\$ 15.00	S.F.	350	\$ 5,250.00
REMOVE EXISTING STREET SIGNS	\$ 100.00	EA.	3	\$ 300.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	\$ 4,500.00	EA.	5	\$ 22,500.00
STREET NAME BLADE	\$ 400.00	EA.	26	\$ 10,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 89,642.00
MISCELLANEOUS ITEMS (2.5%)				\$ 22,410.50
TOTAL				\$ 1,008,472.50

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **188**
Prepared: **05/19/14**

Total Acres: **50**
Revised: **11/22/16**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,500.00	LS.	1	\$ 4,500.00
ENGINEERING REVIEW FEE	\$ 5,000.00	LS.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 89,823.38	LS.	1	\$ 89,823.38
WETLANDS REPORT	\$ 2,500.00	LS.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	LS.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	LS.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT.	188	\$ 47,000.00
SWPPP ADMINISTRATION	\$ 5,000.00	LS.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	LS.	1	\$ 5,000.00
TOTAL				\$ 174,323.38

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 2,160.00	L.S.	1	\$ 2,160.00
TOTAL				\$ 2,160.00

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents: 09/07/2018

Total Lots: **195**Prepared: **02/16/18**Total Acres: **72**Revised: **09/26/19*****Opinion of Probable Cost Summary***

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$80,120	\$411	\$1,113
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$9,863	\$51	\$137
EXCAVATION (DIRECT)	\$67,188	\$345	\$933
EXCAVATION (MAJOR IMPROVEMENTS)	\$300,169	\$1,539	\$4,169
RETAINING WALL (MAJOR IMPROVEMENTS)	\$116,359	\$597	\$1,616
WATER (DIRECT)	\$726,238	\$3,724	\$10,087
WATER (MAJOR IMPROVEMENTS)	\$59,282	\$304.01	\$823.37
SANITARY SEWER (DIRECT)	\$553,510	\$2,839	\$7,688
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$440,835	\$2,261	\$6,123
STORM SEWER (DIRECT)	\$884,253	\$4,535	\$12,281
STORM SEWER (MAJOR IMPROVEMENTS)	\$218,619	\$1,121	\$3,036
PAVING (DIRECT)	\$1,851,218	\$9,493	\$25,711
PAVING (MAJOR IMPROVEMENTS)	\$693,495	\$3,556	\$9,632
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$211,852	\$1,086	\$2,942
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$42,367	\$217	\$588
GRAND TOTAL	\$6,255,368	\$32,079	\$86,880

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents: 09/07/2018

Total Lots: **195**
 Prepared: **02/16/18**

Total Acres: **72**
 Revised: **09/26/19**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	3630	\$ 5,445.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	20938	\$ 26,172.50
INLET PROTECTION	\$ 500.00	EA	48	\$ 24,000.00
DISK & SEED	\$ 325.00	ACRE	48	\$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 7,121.75
MISCELLANEOUS ITEMS (2.5%)				\$ 1,780.44
TOTAL				\$ 80,119.69

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	1955	\$ 2,932.50
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	3890	\$ 5,835.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 876.75
MISCELLANEOUS ITEMS (2.5%)				\$ 219.19
TOTAL				\$ 9,863.44

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 585.00	ACRE	24	\$ 14,040.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	1	\$ 2,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.02	C.Y.	21625	\$ 43,682.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,972.25
MISCELLANEOUS ITEMS (2.5%)				\$ 1,493.06
TOTAL				\$ 67,187.81

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 585.00	ACRE	10.8	\$ 6,318.00
ROSELAND EXCAVATION	\$ 2.02	C.Y.	6545	\$ 13,220.90
POND EXCAVATION (Pond #2)	\$ 2.02	C.Y.	4700	\$ 9,494.00
POND EXCAVATION (Pond #8 North)	\$ 2.38	C.Y.	57842	\$ 137,663.96
POND EXCAVATION (Pond #3 South)	\$ 2.32	C.Y.	43155	\$ 100,119.60
ENGINEERING, PLATTING & STAKING (10%)				\$ 26,681.65
MISCELLANEOUS ITEMS (2.5%)				\$ 6,670.41
TOTAL				\$ 300,168.52

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
3' WALL	\$ 50.00	L.F.	1075	\$ 53,750.00
10' WALL	\$ 216.00	L.F.	230	\$ 49,680.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 10,343.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,585.75
TOTAL				\$ 116,358.75

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: **195**

Prepared: **02/16/18**

Total Acres: **72**

Revised: **09/26/19**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE DR-14	\$ 24.50	L.F.	10922	\$ 267,589.00
6" GATE VALVE & BOX	\$ 825.00	EA.	21	\$ 17,325.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	40	\$ 46,000.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,410.00	EA.	21	\$ 71,610.00
1" SINGLE WATER SERVICE	\$ 695.00	EA.	193	\$ 134,135.00
1" METER SETTERS	\$ 390.00	EA.	193	\$ 75,270.00
CONNECT TO EXISTING	\$ 450.00	EA.	6	\$ 2,700.00
MISCELLANEOUS FITTINGS	\$ 8,550.00	TON	3.0	\$ 25,650.00
CEMENT STABILIZED SAND	\$ 19.50	L.F.	18	\$ 351.00
TESTING & CHLORINATION	\$ 0.45	L.F.	10922	\$ 4,914.90
ENGINEERING, PLATTING & STAKING (10%)				\$ 64,554.49
MISCELLANEOUS ITEMS (2.5%)				\$ 16,138.62
TOTAL				\$ 726,238.01

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE DR-14	\$ 24.50	L.F.	1192	\$ 29,204.00
6" GATE VALVE & BOX	\$ 825.00	EA.	2	\$ 1,650.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	7	\$ 8,050.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,410.00	EA.	2	\$ 6,820.00
CONNECT TO EXISTING	\$ 450.00	EA.	1	\$ 450.00
MISCELLANEOUS FITTINGS	\$ 8,550.00	TON	0.7	\$ 5,985.00
TESTING & CHLORINATION	\$ 0.45	L.F.	1192	\$ 536.40
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,269.54
MISCELLANEOUS ITEMS (2.5%)				\$ 1,317.39
TOTAL				\$ 59,282.33

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" P.V.C. PIPE (SDR-35)	\$ 20.50	L.F.	234	\$ 4,797.00
8" P.V.C. PIPE (SDR-35)	\$ 26.25	L.F.	7914	\$ 207,742.50
4" DIAMETER MANHOLE	\$ 5,100.00	EA.	28	\$ 142,800.00
CLEAN-OUT	\$ 775.00	EA.	1	\$ 775.00
CONNECT TO EXISTING	\$ 450.00	EA.	3	\$ 1,350.00
CONNECT TO EXISTING MH	\$ 2,000.00	EA.	1	\$ 2,000.00
4" SERVICE LINES	\$ 618.00	EA.	194	\$ 119,892.00
SDR-26 ENCASUREMENT PIPE (@ WTR CROSSINGS)	\$ 41.00	L.F.	90	\$ 3,690.00
TRENCH SAFETY	\$ 0.10	L.F.	8148	\$ 814.80
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	8148	\$ 8,148.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 49,200.93
MISCELLANEOUS ITEMS (2.5%)				\$ 12,300.23
TOTAL				\$ 553,510.46

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE (SDR-35)	\$ 26.25	L.F.	80	\$ 2,100.00
10" P.V.C. PIPE (SDR-35)	\$ 34.50	L.F.	2592	\$ 89,424.00
15" P.V.C. PIPE (SDR-26)	\$ 103.50	L.F.	1160	\$ 120,060.00
15" P.V.C. PIPE (SDR-35)	\$ 50.50	LF	117	\$ 5,908.50
16" STEEL ENCASUREMENT (BY BORE)	\$ 342.00	L.F.	45	\$ 15,390.00
16" STEEL ENCASUREMENT (BY OPEN CUT)	\$ 95.00	L.F.	75	\$ 7,125.00
4" DIAMETER MANHOLE	\$ 5,100.00	EA.	11	\$ 56,100.00
4" DIAMETER MANHOLE OVER EXISTING MAIN	\$ 6,200.00	EA.	2	\$ 12,400.00
4" DIAMETER MANHOLE W/ EXTRA DEPTH	\$ 8,615.00	EA.	2	\$ 17,230.00
4" DIAMETER MANHOLE OVER EXISTING 15" MAIN	\$ 5,375.00	EA.	2	\$ 10,750.00
ADJUST EXISTING MANHOLE RIM ELEVATION	\$ 1,625.00	EA.	4	\$ 6,500.00
CONNECT TO EXISTING MH	\$ 2,000.00	EA.	1	\$ 2,000.00
CONNECT TO EXISTING MH & PLUG EX. MH INVERT	\$ 4,025.00	EA.	1	\$ 4,025.00
REMOVE & DISPOSE EXISTING SAN. SWR.	\$ 16.50	L.F.	1057	\$ 17,440.50
REMOVE & DISPOSE EXISTING 15" SAN. SWR.	\$ 22.80	LF	520	\$ 11,856.00
REMOVE & DISPOSE EXISTING 8" SAN SWR	\$ 21.25	LF	117	\$ 2,486.25
REMOVE & DISPOSE EXISTING MH	\$ 375.00	EA.	4	\$ 1,500.00
SDR-26 ENCASUREMENT PIPE (@ WTR CROSSINGS)	\$ 41.00	L.F.	54	\$ 2,214.00
BYPASS PUMPING	\$ 3,000.00	L.S.	1	\$ 3,000.00
TRENCH SAFETY	\$ 0.10	L.F.	3949	\$ 394.90
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	3949	\$ 3,949.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 39,185.32
MISCELLANEOUS ITEMS (2.5%)				\$ 9,796.33
TOTAL				\$ 440,834.79

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: **195**

Prepared: **02/16/18**

Total Acres: **72**

Revised: **09/26/19**

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 47.50	L.F.	1791	\$ 85,072.50
18" R.C.P. (RUBBER GASKET)	\$ 54.00	L.F.	11	\$ 594.00
21" R.C.P.	\$ 53.00	L.F.	805	\$ 42,665.00
21" R.C.P. (RUBBER GASKET)	\$ 59.00	L.F.	178	\$ 10,502.00
24" R.C.P.	\$ 61.00	L.F.	375	\$ 22,875.00
27" R.C.P.	\$ 66.00	L.F.	736	\$ 48,576.00
30" R.C.P.	\$ 75.00	L.F.	678	\$ 50,850.00
33" R.C.P.	\$ 87.00	L.F.	263	\$ 22,881.00
36" R.C.P.	\$ 98.00	L.F.	642	\$ 62,916.00
42" R.C.P.	\$ 130.00	L.F.	346	\$ 44,980.00
48" R.C.P.	\$ 154.00	L.F.	424	\$ 65,296.00
48" R.C.P. (RUBBER GASKET)	\$ 175.00	L.F.	6	\$ 1,050.00
5'x4' R.C.B.	\$ 247.00	L.F.	200	\$ 49,400.00
10' CURB INLET	\$ 3,925.00	EA.	47	\$ 184,475.00
4'x4' STORM SEWER MANHOLE	\$ 5,300.00	EA.	8	\$ 42,400.00
5'x5' STORM SEWER MANHOLE	\$ 7,700.00	EA.	3	\$ 23,100.00
6'x6' STORM SEWER MANHOLE	\$ 8,200.00	EA.	1	\$ 8,200.00
21" TXDOT HDWL (SETP-PD)	\$ 2,200.00	EA.	3	\$ 6,600.00
27" TXDOT HDWL (SETP-PD)	\$ 2,750.00	EA.	2	\$ 5,500.00
5'x4' RCB TXDOT HDWL (SETB-PW)	\$ 6,650.00	EA.	1	\$ 6,650.00
REMOVE AND DISPOSE EXISTING WYE INLET	\$ 775.00	EA.	1	\$ 775.00
TRENCH SAFETY	\$ 0.10	L.F.	6455	\$ 645.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 78,600.30
MISCELLANEOUS ITEMS (2.5%)				\$ 19,650.08
TOTAL				\$ 884,253.38

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: **195**

Prepared: **02/16/18**

Total Acres: **72**

Revised: **09/26/19**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 47.50	L.F.	299	\$ 14,202.50
21" R.C.P.	\$ 53.00	L.F.	23	\$ 1,219.00
27" R.C.P.	\$ 66.00	L.F.	345	\$ 22,770.00
36" R.C.P.	\$ 98.00	L.F.	129	\$ 12,642.00
42" R.C.P.	\$ 130.00	L.F.	96	\$ 12,480.00
5'x1.5' R.C.B.	\$ 300.00	L.F.	112	\$ 33,600.00
7'x3' R.C.B.	\$ 340.00	L.F.	55	\$ 18,700.00
10' CURB INLET	\$ 3,925.00	EA.	6	\$ 23,550.00
4'x4' DROP INLET W/ APRON	\$ 3,125.00	EA.	1	\$ 3,125.00
7'x3' RCB TXDOT HDWL (PW)	\$ 13,900.00	EA.	2	\$ 27,800.00
2.5'x1.5' RCB TXDOT HDWL (FW-0)	\$ 11,000.00	EA.	1	\$ 11,000.00
36"/42" COMBO HDWL	\$ 7,150.00	EA.	1	\$ 7,150.00
REMOVE AND DISPOSE EXISTING HDWL	\$ 775.00	EA.	2	\$ 1,550.00
42" PLUG	\$ 150.00	EA.	1	\$ 150.00
ROCK-RIP-RAP	\$ 76.50	S.Y.	56	\$ 4,284.00
TRENCH SAFETY	\$ 0.10	L.F.	1059	\$ 105.90
ENGINEERING, PLATTING & STAKING (10%)				\$ 19,432.84
MISCELLANEOUS ITEMS (2.5%)				\$ 4,858.21
TOTAL				\$ 218,619.45

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 2.75	S.Y.	41800	\$ 114,950.00
HYDRATED LIME (36 LBS/SY)	\$ 150.00	TON	753	\$ 112,950.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 33.05	S.Y.	39407	\$ 1,302,401.35
SAWCUT CURB & GUTTER	\$ 22.00	LF.	182	\$ 4,004.00
4' SIDEWALK	\$ 4.00	S.F.	13243	\$ 52,972.00
BARRIER FREE RAMPS	\$ 1,300.00	EA.	22	\$ 28,600.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,530.00	EA.	13	\$ 19,890.00
STREET NAME BLADE	\$ 305.00	EA.	32	\$ 9,760.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 164,552.74
MISCELLANEOUS ITEMS (2.5%)				\$ 41,138.18
TOTAL				\$ 1,851,218.27

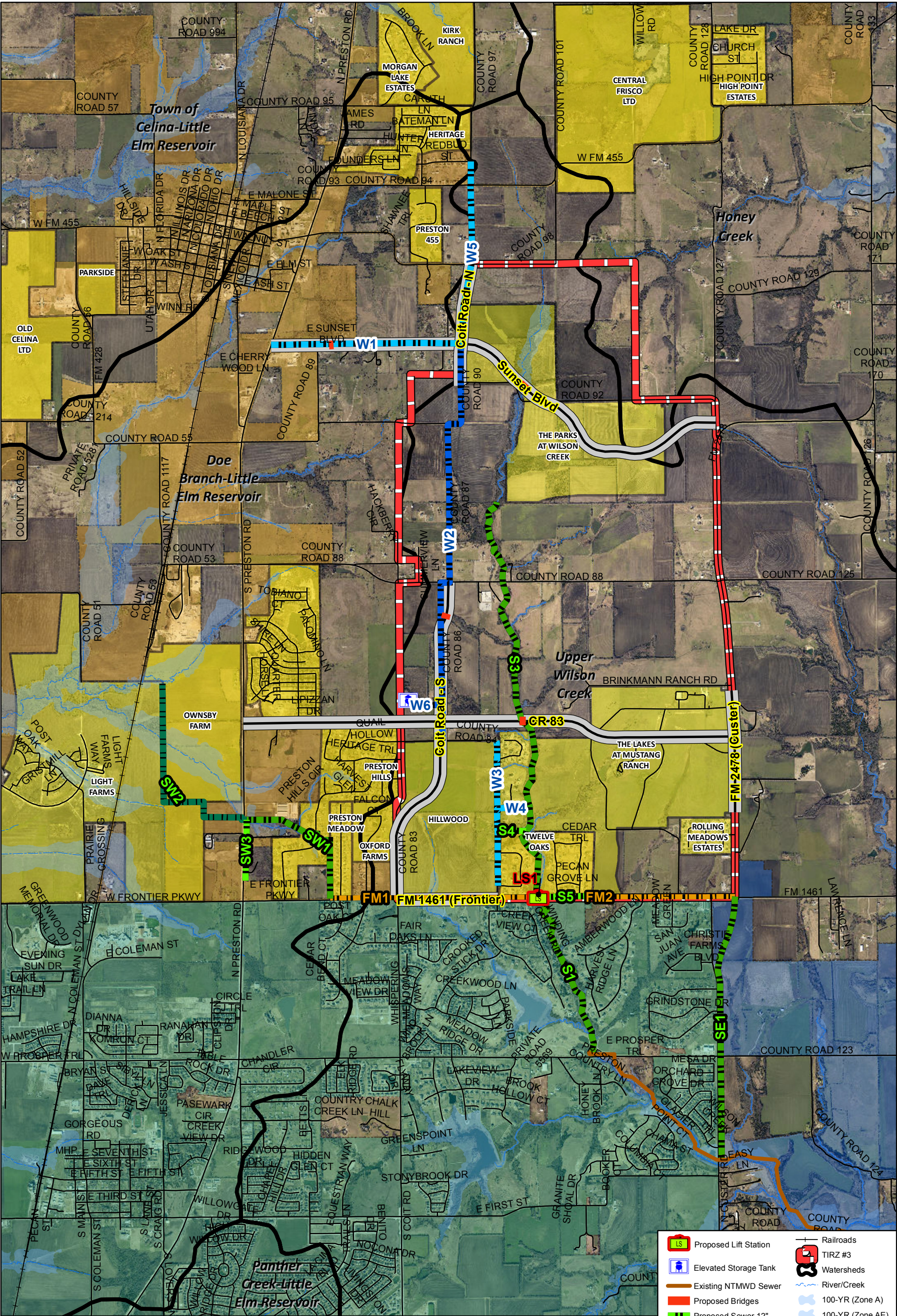
PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 2.75	S.Y.	11148	\$ 30,657.00
HYDRATED LIME (41 LBS/SY)	\$ 150.00	TON	229	\$ 34,350.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	\$ 41.75	S.Y.	4238	\$ 176,936.50
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	\$ 40.60	S.Y.	6220	\$ 252,532.00
8" REINF. STAMPED CONCRETE STREET PAVEMENT	\$ 25.75	S.Y.	313	\$ 8,059.75
12" TYPE "B" ASPHALT BASE	\$ 109.00	S.Y.	264	\$ 28,776.00
2" TYPE "C" ASPHALT OVERLAY	\$ 34.40	S.Y.	264	\$ 9,081.60
BARRIER FREE RAMPS	\$ 1,300.00	EA.	4	\$ 5,200.00
SAWCUT CURB & GUTTER	\$ 22.00	L.F.	699	\$ 15,378.00
REMOVE & DISPOSE EXISTING CONCRETE	\$ 12.00	S.Y.	495	\$ 5,940.00
6' TRAIL	\$ 5.00	S.F.	5760	\$ 28,800.00
CONCRETE STREET HEADER	\$ 15.00	LF	50	\$ 750.00
ROAD BARRICADE	\$ 38.00	LF	50	\$ 1,900.00
REMOVE BARRICADE AND CONN. TO EXISTING	\$ 20.00	LF	31	\$ 620.00
STRIPING, BUTTONING, ETC. (OWNSBY PKWY)	\$ 11,000.00	L.S.	1	\$ 11,000.00
REMOVE EXISTING STRIPING (FM2478)	\$ 300.00	L.S.	1	\$ 300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 2,500.00	L.S.	1	\$ 2,500.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,530.00	EA.	1	\$ 1,530.00
STREET NAME BLADE	\$ 305.00	EA.	2	\$ 610.00
RELOCATE EXISTING STOP SIGN & NAME BLADES	\$ 2,200.00	EA.	1	\$ 2,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 61,712.09
MISCELLANEOUS ITEMS (2.5%)				\$ 14,661.60
TOTAL				\$ 693,494.53

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 2,350.00	L.S.	1	\$ 2,350.00
ENGINEERING REVIEW FEE	\$ 20,670.00	L.S.	1	\$ 20,670.00
INSPECTION FEE (3%)	\$ 120,456.60	L.S.	1	\$ 120,456.60
WETLANDS REPORT	\$ 1,950.00	L.S.	1	\$ 1,950.00
ENVIRONMENTAL PHASE 1	\$ 3,900.00	L.S.	1	\$ 3,900.00
GEO-TECHNICAL REPORT	\$ 5,850.00	L.S.	1	\$ 5,850.00
MATERIAL TESTING	\$ 250.00	LOT.	195	\$ 48,750.00
SWPPP ADMINISTRATION	\$ 2,925.00	L.S.	1	\$ 2,925.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 211,851.60

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 42,366.93	L.S.	1	\$ 42,366.93
TOTAL				\$ 42,366.93

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

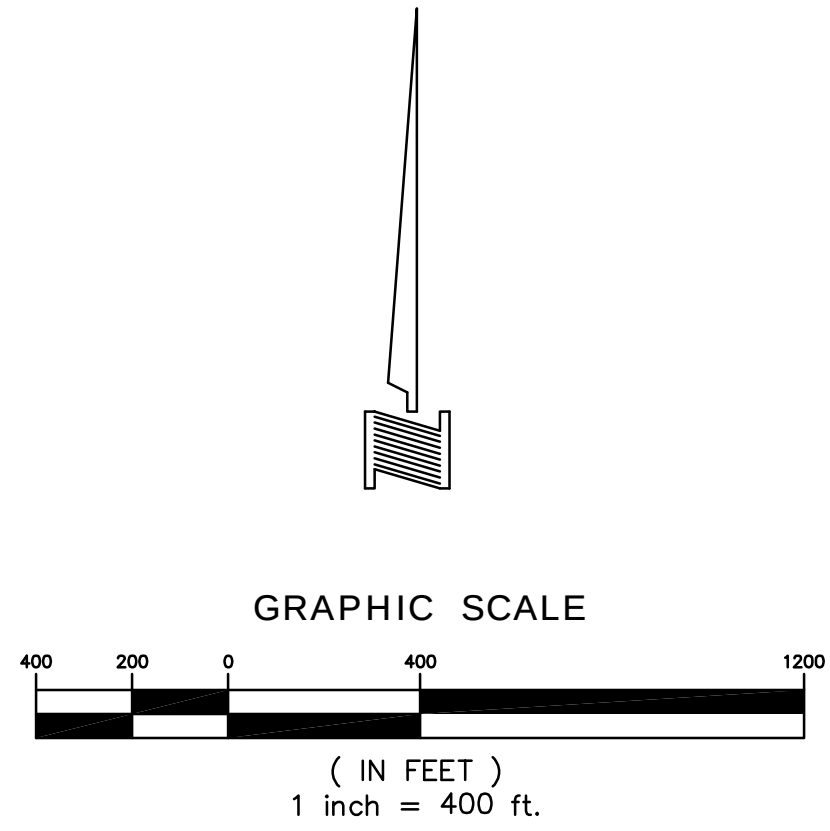
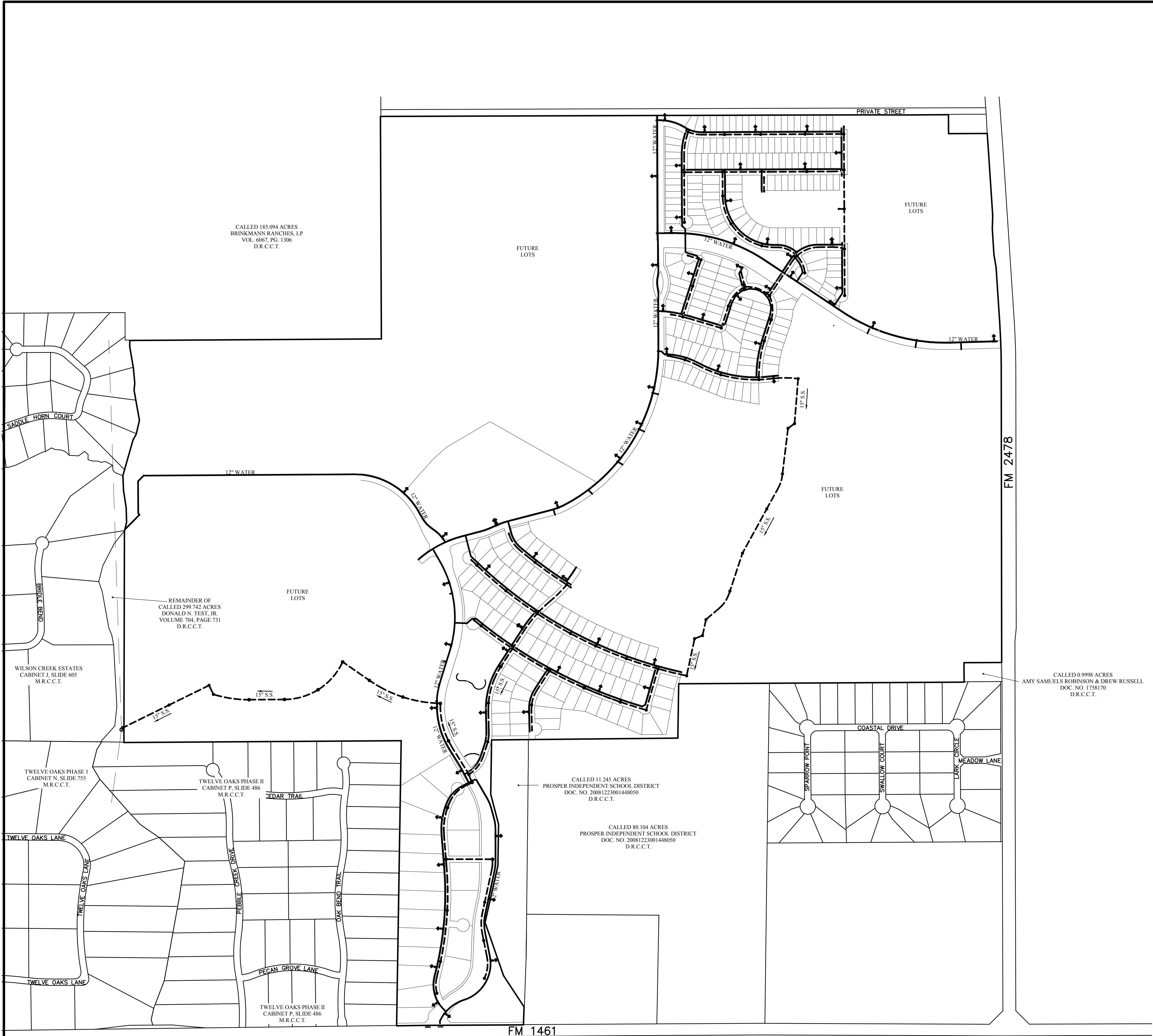


OFF-SITE
MAJOR IMPROVEMENTS
CELINA, TEXAS

01,5003,0006,000

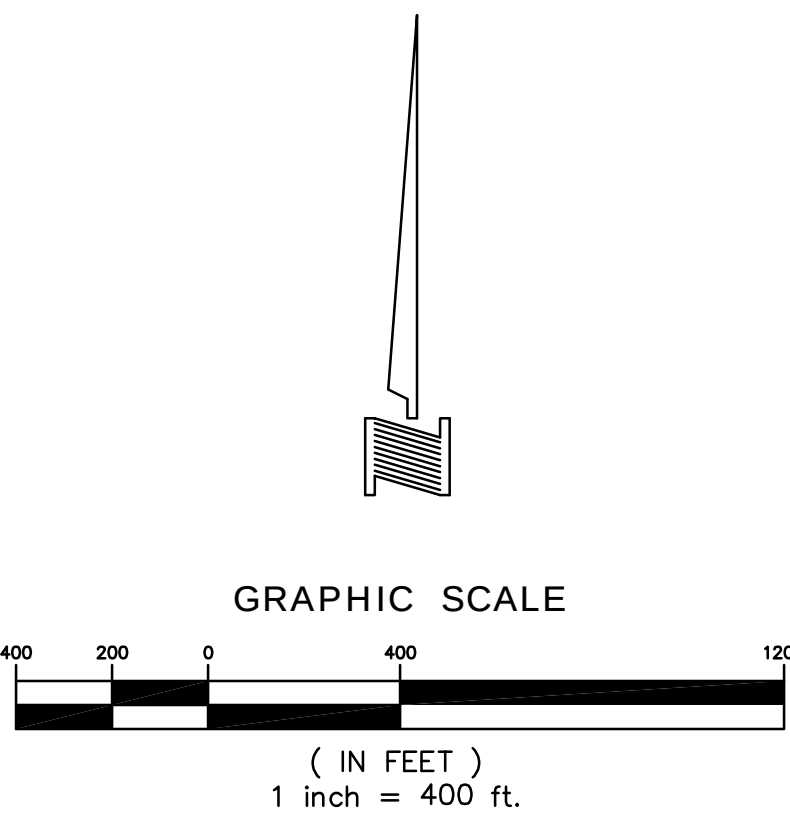
Feet

	Proposed Lift Station		Railroads
	Elevated Storage Tank		TIRZ #3
	Existing NTMWD Sewer		Watersheds
	Proposed Bridges		River/Creek
	Proposed Sewer 12"		100-YR (Zone A)
	Proposed Sewer 21"		100-YR (Zone AE)
	Proposed Sewer 24"		Developments
	Proposed Force Main		Weston
	Proposed Water 12"		Prosper
	Proposed Water 18"		McKinney
	Proposed Paving/Drainage		Celina
	Roads		



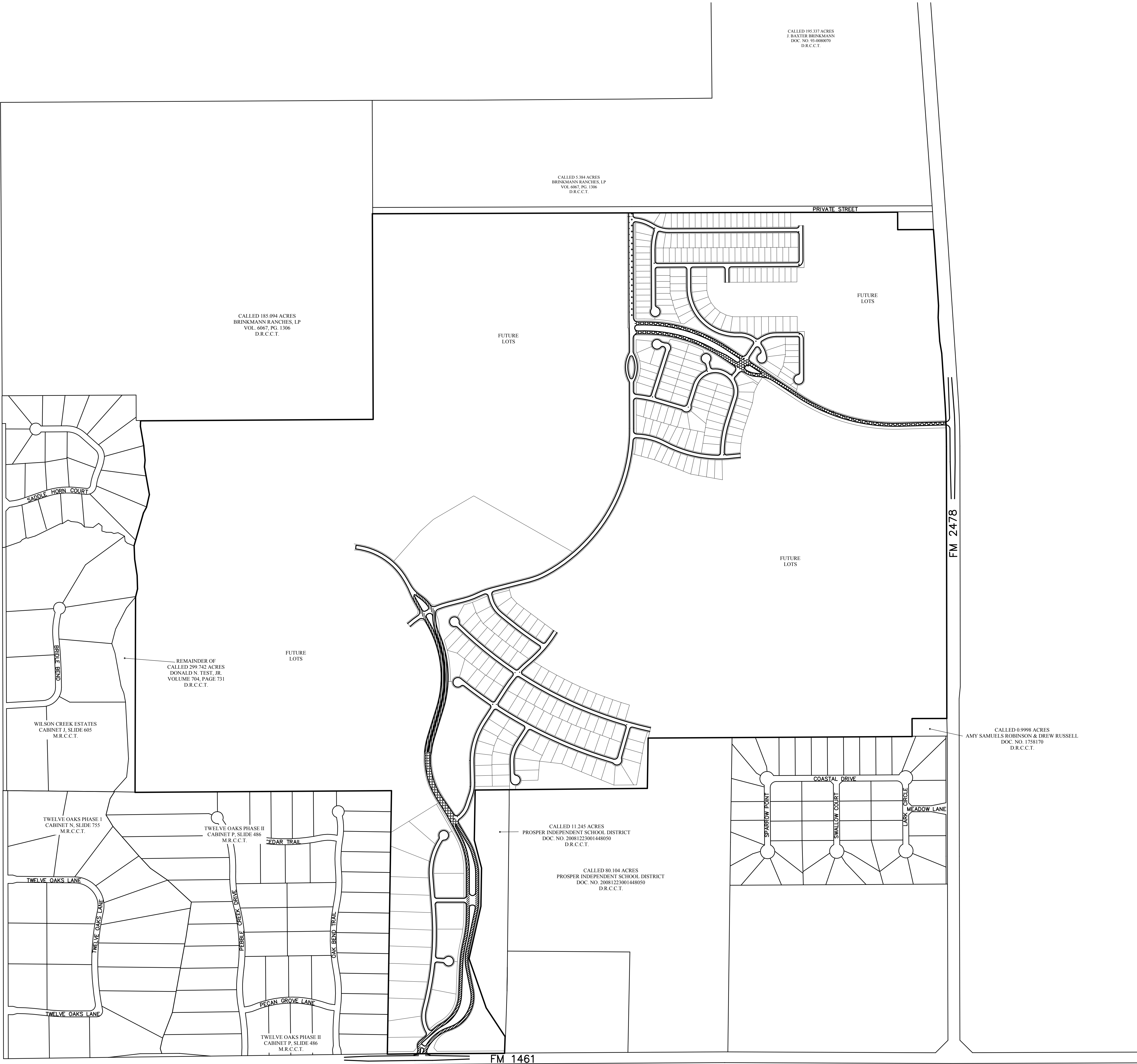
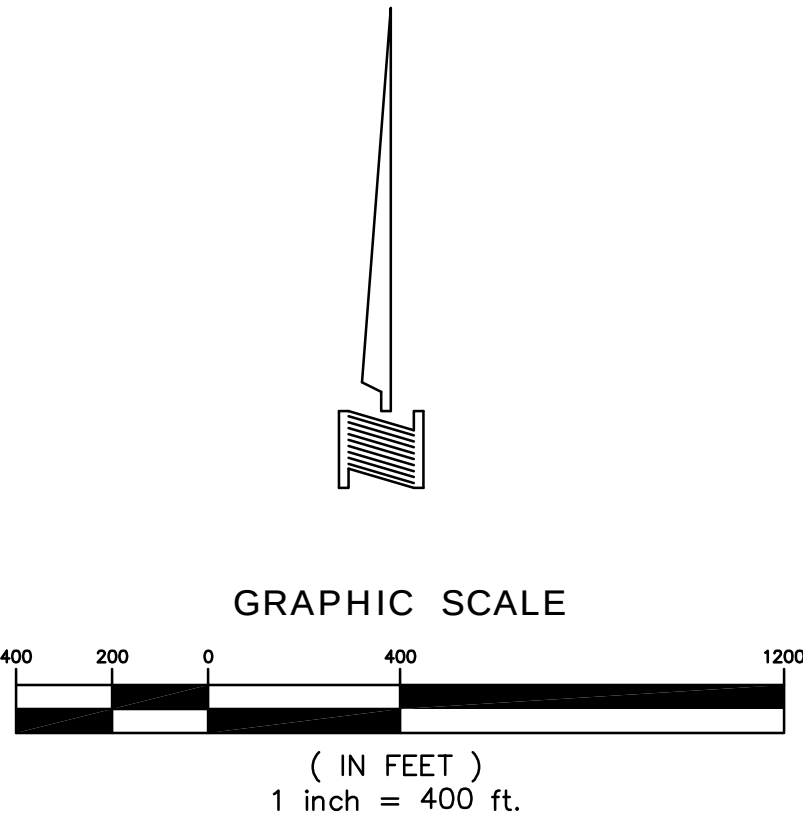
LEGEND	
PROPOSED SANITARY SEWER MANHOLE	○
PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)	---
PROPOSED FIRE HYDRANT	★
PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)	—

WATER & SANITARY SEWER EXHIBIT
LAKEs AT MUSTANG RANCH
PHASE I



STORM SEWER & DETENTION EXHIBIT

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399



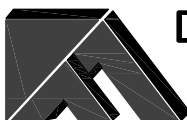
LEGEND

- 45' B-B [grid pattern]
- 37' B-B [dotted pattern]
- 2-25' B-B [cross-hatch pattern]
- 2-23' B-B [diagonal line pattern]

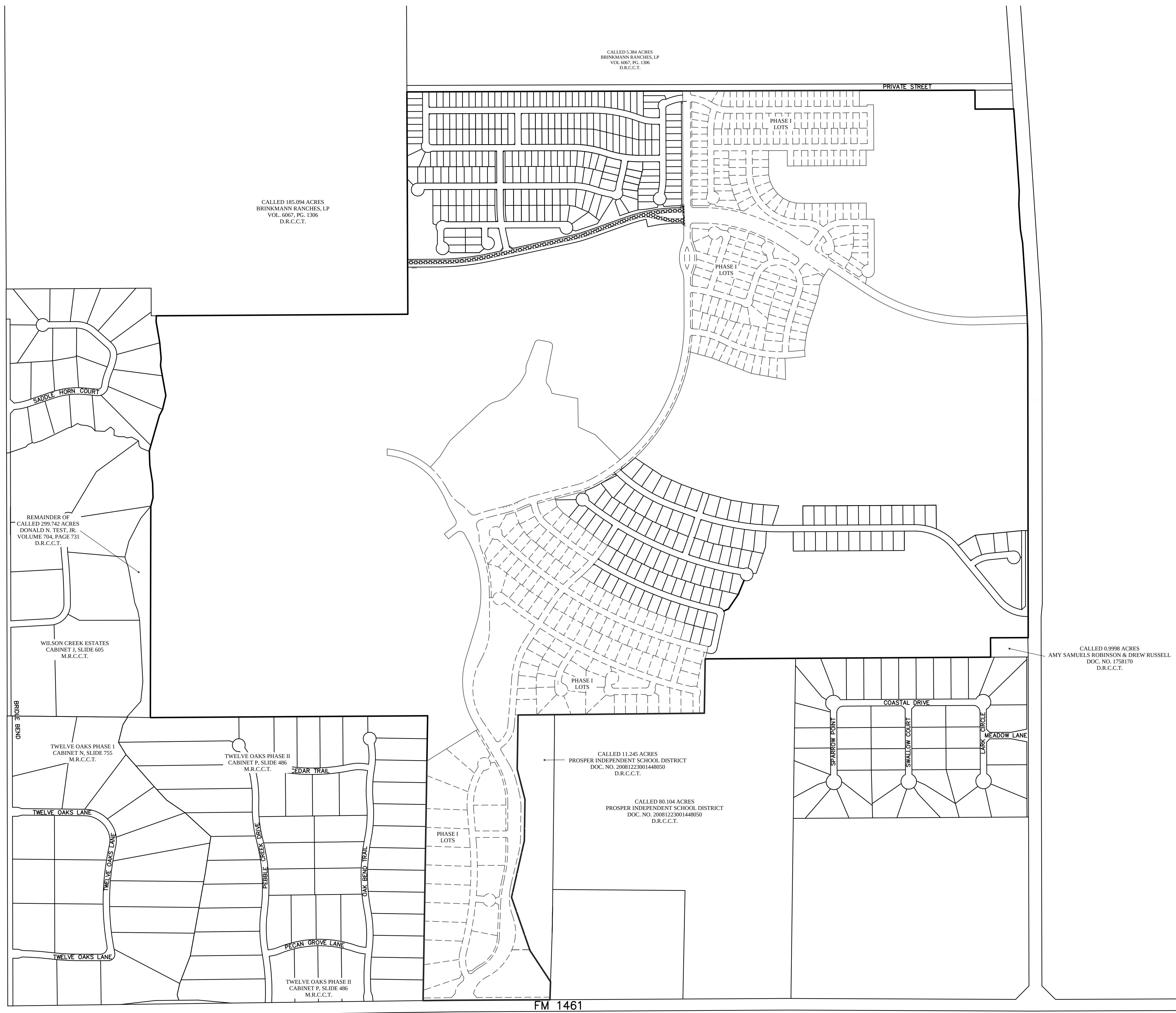
ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399



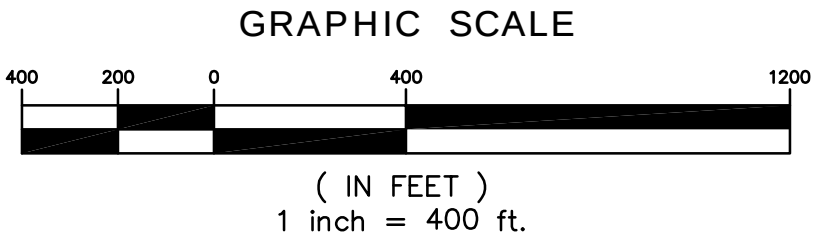
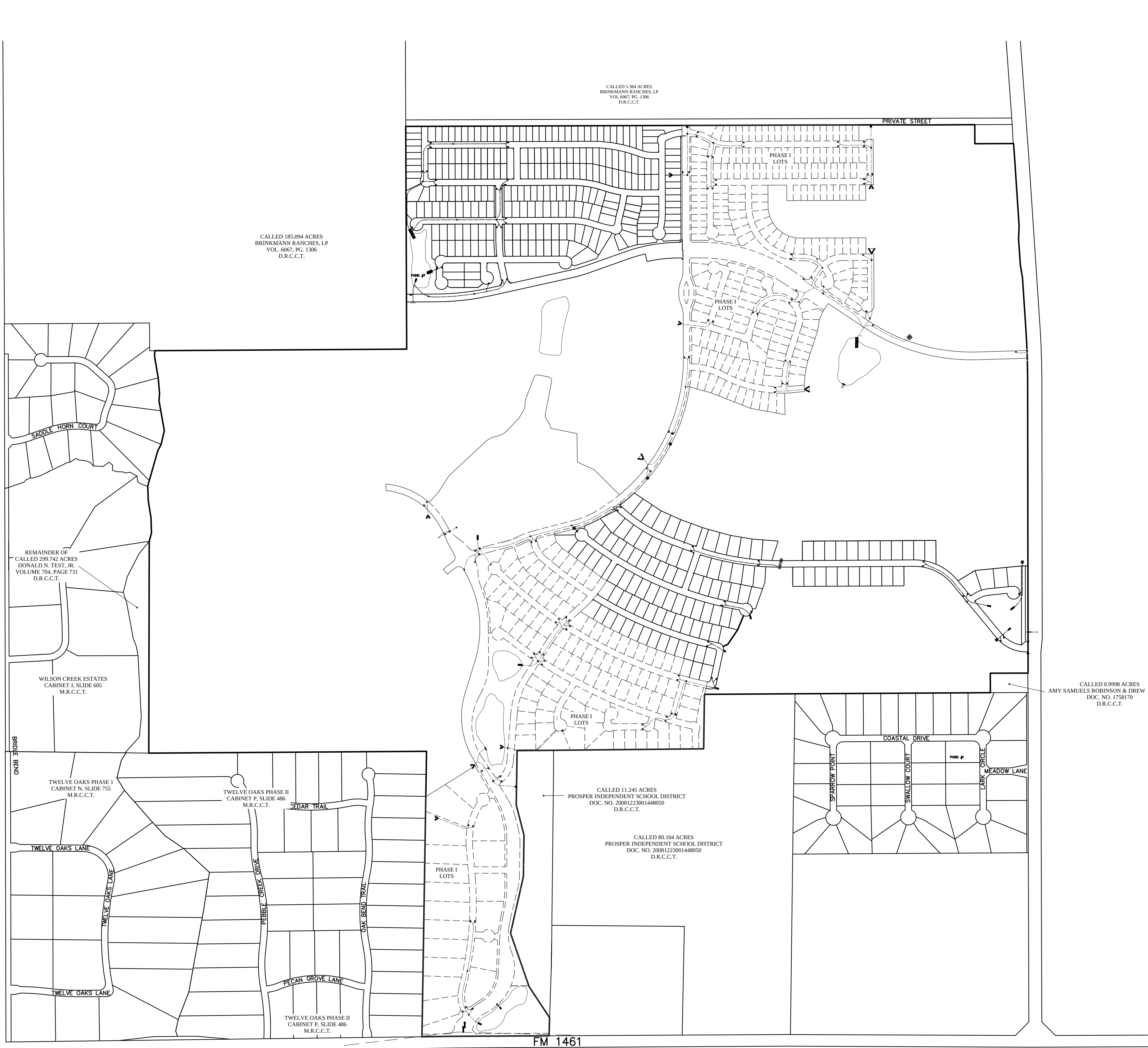
LEGEND

ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

MUSTANG LAKES PHASE TWO

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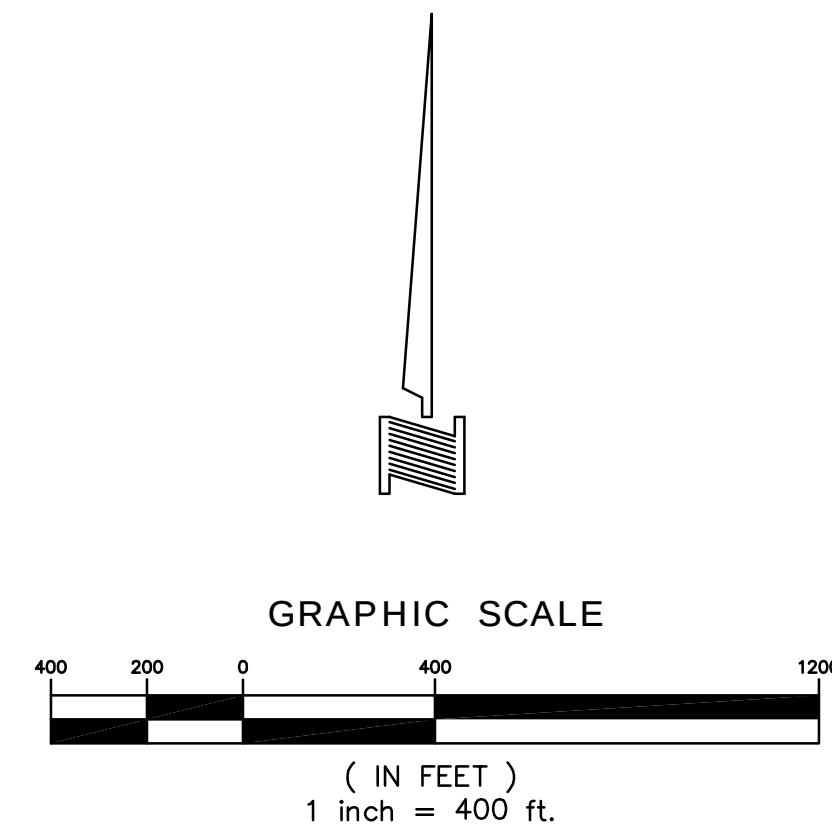
LEGEND

- PROPOSED STORM INLET
- PROPOSED STORM SEWER MAIN
- PH 1 STORM SEWER MAIN
- PROPOSED HEADWALL

STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES

PHASE TWO



PROPOSED SANITARY SEWER
 MANHOLE O

PHASE ONE 8" SANITARY SEWER MAIN
 (UNLESS NOTED OTHERWISE) — —

PROPOSED 8" SANITARY SEWER MAIN
 (UNLESS NOTED OTHERWISE) — —

PROPOSED FIRE HYDRANT

PROPOSED 8" WATER MAIN
 (UNLESS NOTED OTHERWISE) —

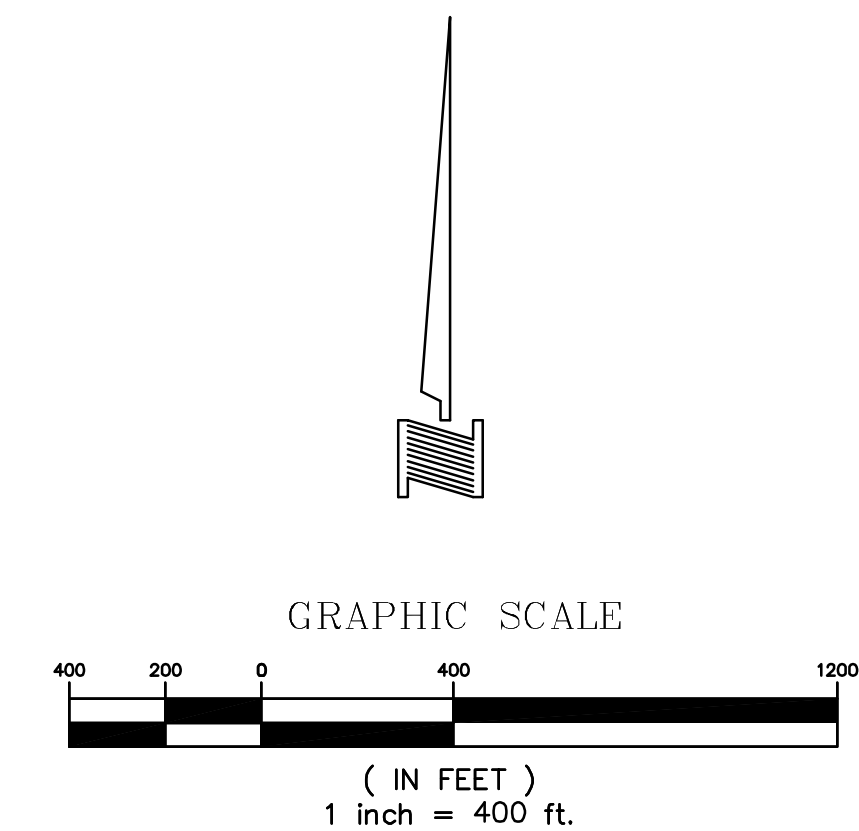
PHASE ONE 8" WATER MAIN
 (UNLESS NOTED OTHERWISE) —

**WATER & SANITARY
 SEWER EXHIBIT**

**MUSTANG LAKES
 PHASE TWO**

- PROPOSED SANITARY SEWER
MANHOLE
-
- PHASE ONE 8" SANITARY SEWER MAIN
(UNLESS NOTED OTHERWISE)
- —
- PROPOSED 8" SANITARY SEWER MAIN
(UNLESS NOTED OTHERWISE)
- —
- PROPOSED FIRE HYDRANT
- ⦿
- PROPOSED 8" WATER MAIN
(UNLESS NOTED OTHERWISE)
- —
- PHASE ONE 8" WATER MAIN
(UNLESS NOTED OTHERWISE)
- —

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PROPOSED SANITARY SEWER
MANHOLE

PROPOSED 8" SANITARY SEWER MAIN
(UNLESS NOTED OTHERWISE)

EXISTING 8" SANITARY SEWER MAIN
(UNLESS NOTED OTHERWISE)

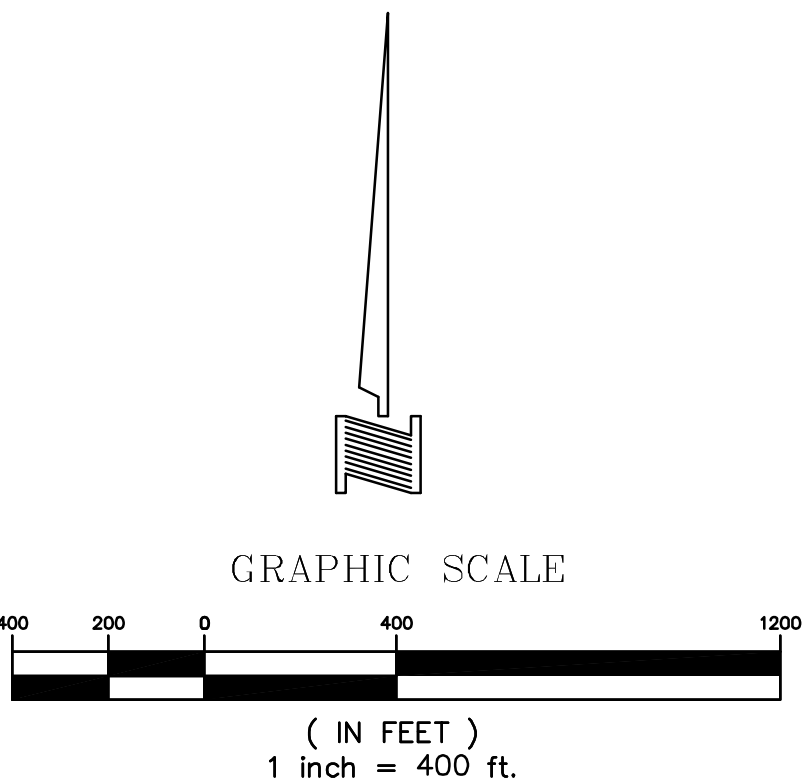
PROPOSED FIRE HYDRANT

EXISTING FIRE HYDRANT

PROPOSED 8" WATER MAIN
(UNLESS NOTED OTHERWISE)

EXISTING 8" WATER MAIN
(UNLESS NOTED OTHERWISE)

 DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399



LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

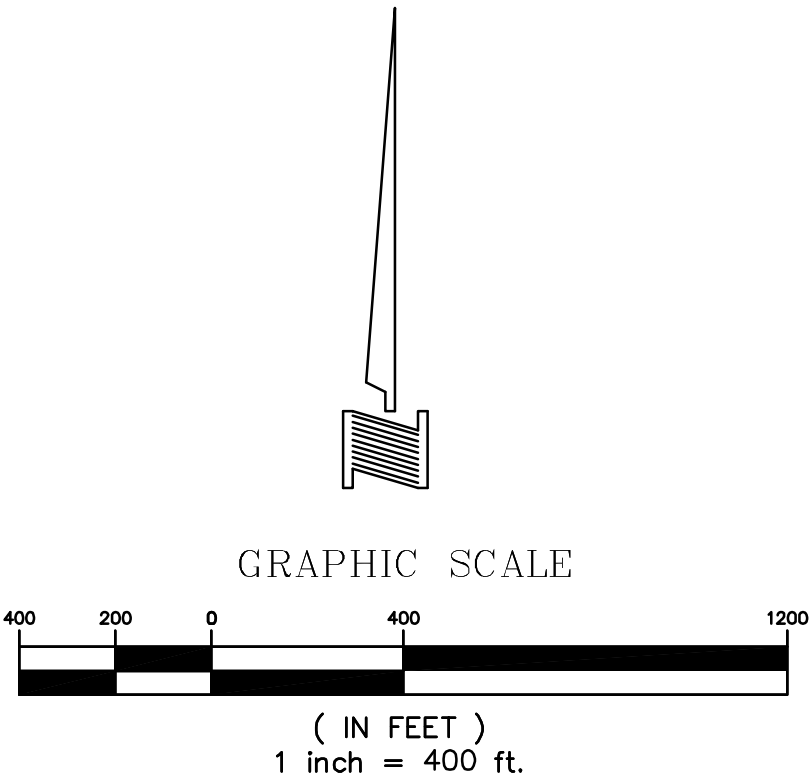
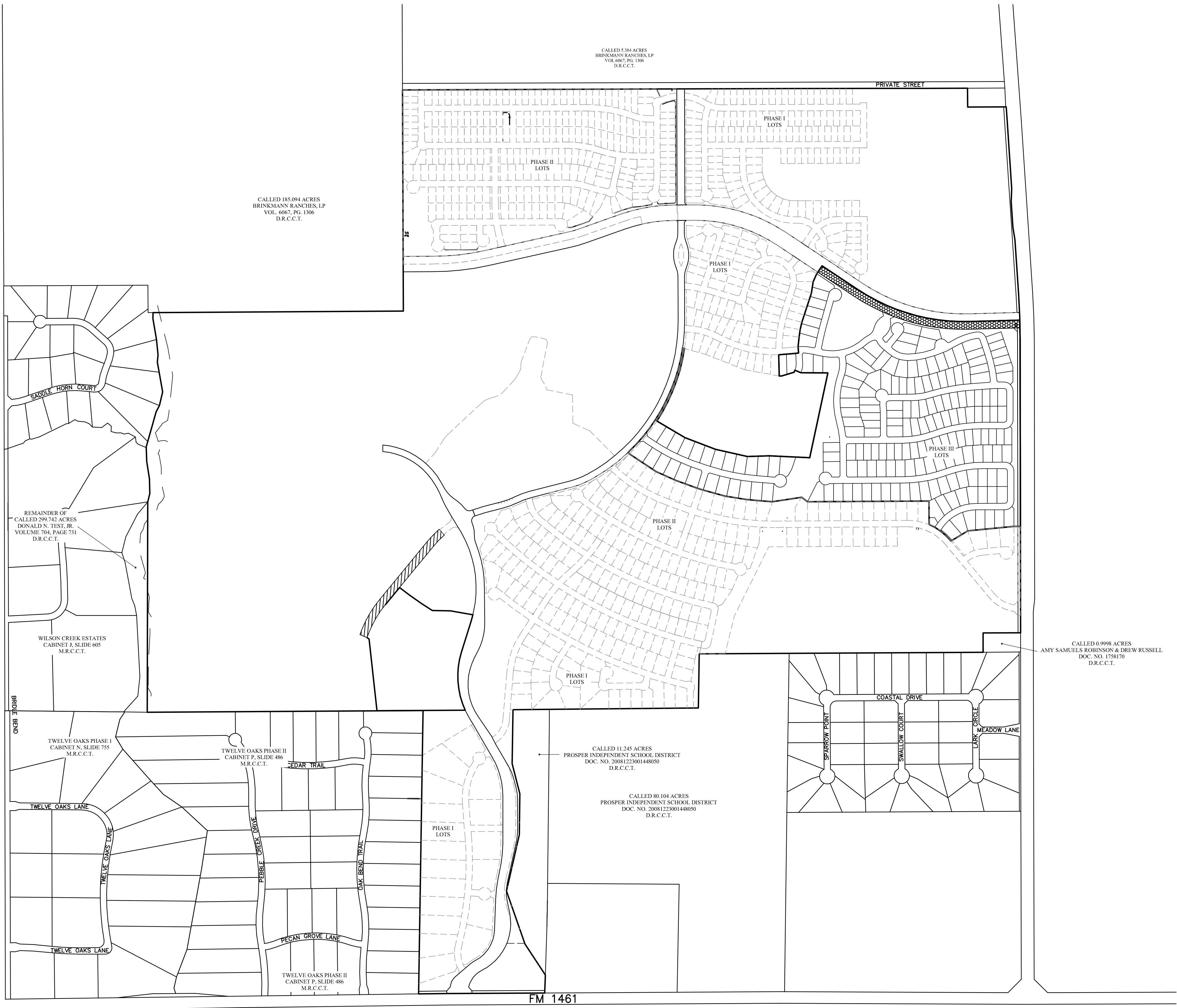
EXISTING STORM SEWER MAIN

HEADWALLS

STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES

PHASE THREE B

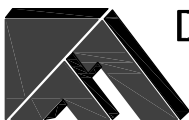


LEGEND

- 25' B-B
- 37' B-B
- ALL OTHER STREETS SHALL BE 31' B-B.

PAVING EXHIBIT

MUSTANG LAKES
PHASE THREE B



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

APPENDIX D
LAND USE CLASS AND EQUIVALENT UNITS

Appendix D
LAND USE CLASS AND EQUIVALENT UNITS

For purposes of allocating the Assessments, the Assessed Property has been classified in one of six Lot Types. The following table shows the proposed residential Lot Types within the PID.

Table D-1
Proposed Development within the PID

Lot Type	Description	Proposed Development	
<i>Residential</i>			
Lot Type 1	One-acre Lots	48	units
Lot Type 2	100 Ft Lots	18	units
Lot Type 3	86 Ft Lots	163	units
Lot Type 4	74 Ft Lots	458	units
Lot Type 5	60 Ft Lots	495	units
Lot Type 6	50 Ft Lots	590	units
<i>Total</i>		1,772	Units

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

Table D-2
Development – Phase #1

Lot Type	Description	Development	
<i>Residential</i>			
Lot Type 1	One-acre Lots	18	Units
Lot Type 2	100 Ft Lots	0	Units
Lot Type 3	86 Ft Lots	48	Units
Lot Type 4	74 Ft Lots	56	Units
Lot Type 5	60 Ft Lots	104	Units
Lot Type 6	50 Ft Lots	109	Units
<i>Total</i>		335	Units

Table D-3 on the following page shows the proposed residential Lot Types within Phases #2-9.

Table D-3
Proposed Development – Phases #2-9

Lot Type	Description	Proposed Development	
<i>Residential</i>			
Lot Type 1	One-acre Lots	30	Units
Lot Type 2	100 Ft Lots	18	Units
Lot Type 3	86 Ft Lots	115	Units
Lot Type 4	74 Ft Lots	402	Units
Lot Type 5	60 Ft Lots	391	Units
Lot Type 6	50 Ft Lots	481	Units
<i>Total</i>		1,437	Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Phases #2-9 Major Improvement Bonds shall be allocated to the Phases #2-9 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 #2-9 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., One-acre, 100 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (One-acre Lots) representing the highest value to Lot Type 6 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 on the following page. 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 (One-acre Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (One-acre Lot)	\$825,000	1.00 per dwelling unit
Lot Type 2 (100 Ft Lot)	\$725,000	0.88 per dwelling unit
Lot Type 3 (86 Ft Lot)	\$688,000	0.83 per dwelling unit
Lot Type 4 (74 Ft Lot)	\$592,000	0.72 per dwelling unit
Lot Type 5 (60 Ft Lot)	\$480,000	0.58 per dwelling unit
Lot Type 6 (50 Ft Lot)	\$400,000	0.48 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above in Table D-4, estimated Lot Types and number of units estimated to be built within Phase 1.

Table D-5
Equivalent Units- Phase #1

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 2 (100 Ft Lot)	0	0.88	0.00
Lot Type 3 (86 Ft Lot)	48	0.83	39.84
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	335		210.80

The total estimated Equivalent Units for Phases #2-9 are shown in Table D-6 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phases #2-9.

Table D-6
Estimated Equivalent Units- Phases #2-9

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	30	1.00	30.00
Lot Type 2 (100 Ft Lot)	18	0.88	15.84
Lot Type 3 (86 Ft Lot)	115	0.83	95.45
Lot Type 4 (74 Ft Lot)	402	0.72	289.44
Lot Type 5 (60 Ft Lot)	391	0.58	226.78
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	1,437		888.39

Table D-7 below shows the residential Lot Types within Phase #2.

Table D-7
Development – Phase #2

Lot Type	Description	Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	0 units
Lot Type 2	100 Ft Lots	4 units
Lot Type 3	86 Ft Lots	49 units
Lot Type 4	74 Ft Lots	68 units
Lot Type 5	60 Ft Lots	68 units
Lot Type 6	50 Ft Lots	171 units
Total		360 units

The total estimated Equivalent Units for Phase #2 are shown in Table D-8 below as calculated based on the Equivalent Unit factors shown above in Table D-4, Lot Types and number of units built within Phase #2.

Table D-8
Estimated Equivalent Units- Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	0	1.00	0.00
Lot Type 2 (100 Ft Lot)	4	0.88	3.52
Lot Type 3 (86 Ft Lot)	49	0.83	40.67
Lot Type 4 (74 Ft Lot)	68	0.72	48.96
Lot Type 5 (60 Ft Lot)	68	0.58	39.44
Lot Type 6 (50 Ft Lot)	171	0.48	82.08
Total Equivalent Units	360		214.67

Table D-9 below shows the proposed residential Lot Types within Phase #3.

Table D-9
Proposed Development – Phase #3

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	0 units
Lot Type 2	100 Ft Lots	0 units
Lot Type 3	86 Ft Lots	25 units
Lot Type 4	74 Ft Lots	88 units
Lot Type 5	60 Ft Lots	82 units
Lot Type 6	50 Ft Lots	0 units
Total		195 units

The total estimated Equivalent Units for Phase #3 are shown in Table D-10 on the following page as calculated based on the Equivalent Unit factors shown above in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #3.

Table D-10
Estimated Equivalent Units- Phase #3

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	0	1.00	0.00
Lot Type 2 (100 Ft Lot)	0	0.88	0.00
Lot Type 3 (86 Ft Lot)	25	0.83	20.75
Lot Type 4 (74 Ft Lot)	88	0.72	63.36
Lot Type 5 (60 Ft Lot)	82	0.58	47.56
Lot Type 6 (50 Ft Lot)	0	0.48	0.00
Total Equivalent Units	195		131.67

Table D-11 below shows the proposed residential Lot Types within Phase #4.

Table D-11
Proposed Development – Phase #4

Lot Type	Description	Proposed Development
<i>Residential</i>		
Lot Type 1	One-acre Lots	0 units
Lot Type 2	100 Ft Lots	0 units
Lot Type 3	86 Ft Lots	2 units
Lot Type 4	74 Ft Lots	3 units
Lot Type 5	60 Ft Lots	2 units
Lot Type 6	50 Ft Lots	2 units
Total		9 units

The total estimated Equivalent Units for Phase #4 are shown in Table D-12 on the following page as calculated based on the Equivalent Unit factors shown above in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #4.

Table D-12
Estimated Equivalent Units- Phase #4

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	0	1.00	0.00
Lot Type 2 (100 Ft Lot)	0	0.88	0.00
Lot Type 3 (86 Ft Lot)	2	0.83	1.66
Lot Type 4 (74 Ft Lot)	3	0.72	2.16
Lot Type 5 (60 Ft Lot)	2	0.58	1.16
Lot Type 6 (50 Ft Lot)	2	0.48	0.96
Total Equivalent Units	9		5.94

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APPENDIX E
ALLOCATION OF ASSESSMENTS

Appendix E
ALLOCATION OF ASSESSMENTS

Calculation of the Total Assessments applicable to Phases #1 and Phases #2-9

As shown in Section IV, Table IV-A of the Service and Assessment Plan, the total amounts of the Phases #2-9 Major Improvement Bonds, the Reimbursement Agreement obligation for the Phases # 2-9 Major Improvements not financed by the Phases #2-9 Major Improvement Bonds, the Phase #1 Bonds, the City Contributed Major Improvements allocable to the PID, are \$13,150,000, \$5,000,000, and \$3,730,000, respectively. As shown in Section V, Table V-A of the Service and Assessment Plan, the proration percentages applicable to Phases #1 and Phases #2-9, as calculated based on the Equivalent Units, are 18.76% and 81.24%, respectively. Table E-1 below shows the amounts of Assessments allocated to Phases #1 and Phases #2-9, based on these total amounts and proration percentages.

Table E-1
Allocation of Total Assessments to
Phases #1 Assessed Property and Phases #2-9 Assessed Property

Description	Total Amount	Percentage applicable to Phase #1 Assessed Property	Percentage applicable to Phases #2-9 Assessed Property	Total Amount allocated to Phase #1 Assessed Property	Total Amount Allocated to Phases #2-9 Assessed Property
Phases #2-9 Major Improvement Bonds	\$13,150,000	0.00%	100.00%	\$0	\$13,150,000
Reimbursement Agreement for Phases #2-9 Major Improvements	\$5,000,000	0.00%	100.00%	\$0	\$5,000,000
Phase #1 Bonds	\$9,000,000	100.00%	0.00%	\$9,000,000	\$0
City Contributed Major Improvements	\$3,730,000	18.76%	81.26%	\$699,913	\$3,030,087
Total Assessments	\$30,880,000			\$9,699,913	\$21,180,087

A) Allocation of Assessments to Lot Types in Phases #2-9

As shown in Table E-1 above, the total Assessments allocated to Phases #2-9 Assessed Property, is \$21,180,087. As shown in Appendix D, there are a total of 888.39 estimated Equivalent Units in Phases #2-9, resulting in an Assessment per Equivalent Unit of \$23,840.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$23,840.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$23,840.98 (i.e. \$23,840.98 × 1.00). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$20,980.06 (i.e. \$23,840.98 × 0.88). Table E-2 sets forth the Assessment per dwelling unit for each of the Lot Types in Phases #2-9.

Table E-2
Assessment per Unit – Phases #2-9
for Phases #2-9 Major Improvements and City Contributed Major Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	30	\$23,840.98	1.00	\$23,840.98 per dwelling unit	\$715,229
Lot Type 2	18	\$23,840.98	0.88	\$20,980.06 per dwelling unit	\$377,641
Lot Type 3	115	\$23,840.98	0.83	\$19,788.01 per dwelling unit	\$2,275,621
Lot Type 4	402	\$23,840.98	0.72	\$17,165.51 per dwelling unit	\$6,900,533
Lot Type 5	391	\$23,840.98	0.58	\$13,827.77 per dwelling unit	\$5,406,657
Lot Type 6	481	\$23,840.98	0.48	\$11,443.67 per dwelling unit	\$5,504,405
Total	1,437				\$21,180,088

B) 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 allocated to all Parcels within Phase #1, is \$9,699,913. As shown in Appendix D, there are a total of 210.80 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$46,014.77.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$46,014.77 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$46,014.77 (i.e. \$46,014.77 × 1.00). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$40,653.06 (i.e. \$46,014.77 × 0.88). Table E-3 below sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #1.

Table E-3
Assessment per Unit – Phase #1
for Phase #1 Improvements

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	18	\$46,014.77	1.00	\$46,014.77 per dwelling unit	\$828,266
Lot Type 2	0	\$46,014.77	0.88	\$40,492.99 per dwelling unit	\$0
Lot Type 3	48	\$46,014.77	0.83	\$38,192.26 per dwelling unit	\$1,833,228
Lot Type 4	56	\$46,014.77	0.72	\$33,130.63 per dwelling unit	\$1,855,315
Lot Type 5	104	\$46,014.77	0.58	\$26,688.56 per dwelling unit	\$2,775,611
Lot Type 6	109	\$46,014.77	0.48	\$22,087.09 per dwelling unit	\$2,407,493
Total	335				\$9,699,913

C) 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 obligations under the Reimbursement Agreement for the Phase #2 Improvements, which represents the total Assessment allocated to all Parcels within Phase #2 for the Phase #2 Improvements, is \$5,300,000. As shown in Appendix D, there are a total of 214.67 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of \$24,689.06.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$24,689.06 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$24,689.06 (i.e. $\$24,689.06 \times 1.00$). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$21,726.37 (i.e. $\$24,689.06 \times 0.88$). Table E-4 below sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #2.

Table E-4
Assessment per Unit – Phase #2
For Phase #2 Improvements

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	0	\$24,689.06	1.00	\$24,689.06 per dwelling unit	\$0
Lot Type 2	4	\$24,689.06	0.88	\$21,726.37 per dwelling unit	\$86,905
Lot Type 3	49	\$24,689.06	0.83	\$20,491.92 per dwelling unit	\$1,004,104
Lot Type 4	68	\$24,689.06	0.72	\$17,776.12 per dwelling unit	\$1,208,776
Lot Type 5	68	\$24,689.06	0.58	\$14,319.65 per dwelling unit	\$973,736
Lot Type 6	171	\$24,689.06	0.48	\$11,850.75 per dwelling unit	\$2,026,478
Total	360				\$5,300,000

Table E-5 on the following page sets forth the combined Phases #2-9 Major Improvements related Assessment per dwelling unit and the Phase #2 Assessments per dwelling unit for each of the Lot Types in Phase #2.

Table E-5
Combined Assessment per Unit – Phase #2

Type	Planned No. of Units	Assessment per Unit (Phases #2-9 Major Improvements)	Assessment per Unit (Phase #2 Improvements)	Equivalent Unit Factor	Combined Phase #2 Assessment per Unit	Total Combined Assessment
Residential						
Lot Type 1	0	\$23,840.98	\$24,689.06	1.00	\$48,530.04 per dwelling unit	
Lot Type 2	4	\$20,980.06	\$21,726.37	0.88	\$42,706.43 per dwelling unit	\$170,825.72
Lot Type 3	49	\$19,788.01	\$20,491.92	0.83	\$40,279.93 per dwelling unit	\$1,973,517.57
Lot Type 4	68	\$17,165.51	\$17,776.12	0.72	\$34,941.63 per dwelling unit	\$2,376,030.64
Lot Type 5	68	\$13,827.77	\$14,319.65	0.58	\$28,147.42 per dwelling unit	\$1,914,024.00
Lot Type 6	171	\$11,443.67	\$11,850.75	0.48	\$23,294.42 per dwelling unit	\$3,983,545.62
Total	360					\$10,417,743.55

D) Allocation of Assessments to Lot Types in Phase #3

As shown in Section IV of this Service and Assessment Plan, the total amount of the obligations under the Reimbursement Agreement for the Phase #3 Improvements, which represents the total Assessment to be allocated on all Parcels within Phase #3 for the Phase #3 Improvements, is \$3,700,000. As shown in Appendix D, there are a total of 131.67 estimated Equivalent Units in Phase #3, resulting in an Assessment per Equivalent Unit of \$28,100.55.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$28,100.55 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$28,100.55 (i.e. \$28,100.55 × 1.00). The Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is \$23,323.46 (i.e. \$28,100.55 × 0.83). Table E-6 below sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #3.

Table E-6
Assessment per Unit – Phase #3
For Phase #3 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	0	\$28,100.55	1.00	\$28,100.55 per dwelling unit	\$0
Lot Type 2	0	\$28,100.55	0.88	\$24,728.49 per dwelling unit	\$0
Lot Type 3	25	\$28,100.55	0.83	\$23,323.46 per dwelling unit	\$583,087
Lot Type 4	88	\$28,100.55	0.72	\$20,232.40 per dwelling unit	\$1,780,451
Lot Type 5	82	\$28,100.55	0.58	\$16,298.32 per dwelling unit	\$1,336,462
Lot Type 6	0	\$28,100.55	0.48	\$13,488.27 per dwelling unit	\$0
Total	195				\$3,700,000

Table E-7 below sets forth the combined Phases #2-9 Major Improvements related Assessment per dwelling unit and the Phase #3 Assessments per dwelling unit for each of the Lot Types in Phase #3.

Table E-7
Combined Assessment per Unit – Phase #3

Type	Planned No. of Units	Assessment per Unit (Phases #2-9 Major Improvements)	Assessment per Unit (Phase #3 Improvements)	Equivalent Unit Factor	Combined Phase #3 Assessment per Unit	Total Combined Assessment
Residential						
Lot Type 1	0	\$23,772.40	28,100.55	1.00	\$51,873 per dwelling unit	
Lot Type 2	0	\$20,919.71	24,728.49	0.88	\$45,648 per dwelling unit	
Lot Type 3	25	\$19,731.09	23,323.46	0.83	\$43,055 per dwelling unit	\$1,076,
Lot Type 4	88	\$17,116.13	20,232.40	0.72	\$37,349 per dwelling unit	\$3,286,
Lot Type 5	82	\$13,787.99	16,298.32	0.58	\$30,086 per dwelling unit	\$2,467,
Lot Type 6	0	\$11,410.75	13,488.27	0.48	\$24,899 per dwelling unit	
Total	195					\$6,830,

E) Allocation of Assessments to Lot Types in Phase #4

As shown in Section IV of this Service and Assessment Plan, the total amount of the obligations under the Reimbursement Agreement for the Phase #4 Improvements, which represents the total Assessment to be allocated on all Parcels within Phase #4 for the Phase #4 Improvements, is \$167,000. As shown in Appendix D, there are a total of 5.94 estimated Equivalent Units in Phase #4, resulting in an Assessment per Equivalent Unit of \$28,114.48.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$28,114.48 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$28,114.48 (i.e. $\$28,114.48 \times 1.00$). The Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is \$23,335.02 (i.e. $\$28,114.48 \times 0.83$). Table E-8 on the following page sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #4.

Table E-8
Assessment per Unit – Phase #4
For Phase #4 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	0	\$28,114.48	1.00	\$28,114.48 per dwelling unit	\$0
Lot Type 2	0	\$28,114.48	0.88	\$24,740.74 per dwelling unit	\$0
Lot Type 3	2	\$28,114.48	0.83	\$23,335.02 per dwelling unit	\$46,670
Lot Type 4	3	\$28,114.48	0.72	\$20,242.42 per dwelling unit	\$60,727
Lot Type 5	2	\$28,114.48	0.58	\$16,306.40 per dwelling unit	\$32,613
Lot Type 6	2	\$28,114.48	0.48	\$13,494.95 per dwelling unit	\$26,990
Total	9				\$167,000

Table E-9 below sets forth the combined Phases #2-9 Major Improvements related Assessment per dwelling unit and the Phase #4 Assessments per dwelling unit for each of the Lot Types in Phase #4.

Table E-9
Combined Assessment per Unit – Phase #4

Type	Planned No. of Units	Assessment per Unit (Phases #2-9 Major Improvements)	Assessment per Unit (Phase #4 Improvements)	Equivalent Unit Factor	Combined Phase #3 Assessment per Unit	Total Combined Assessment
Residential						
Lot Type 1	0	\$23,772.40	\$28,114.48	1.00	\$51,886.88 per dwelling unit	
Lot Type 2	0	\$20,919.71	\$24,740.74	0.88	\$45,660.45 per dwelling unit	
Lot Type 3	2	\$19,731.09	\$23,335.02	0.83	\$43,066.11 per dwelling unit	\$86,
Lot Type 4	3	\$17,116.13	\$20,242.42	0.72	\$37,358.55 per dwelling unit	\$112,
Lot Type 5	2	\$13,787.99	\$16,306.40	0.58	\$30,094.39 per dwelling unit	\$60,
Lot Type 6	2	\$11,410.75	\$13,494.95	0.48	\$24,905.70 per dwelling unit	\$49,
Total	9					\$308,

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

APPENDIX F
ASSESSMENT ROLL – PHASES #2-9

Appendix F
Phases #2-9 Major Improvement Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
888.39
\$21,180,087**

Year	Principal and Interest¹	Principal and Interest²	Principal and Interest³	Administrative Expenses⁴	Total Annual Installment
1	\$663,434	\$264,500	\$0	\$35,000	\$962,934
2	\$963,050	\$361,000	\$122,492	\$35,700	\$1,482,242
3	\$1,213,050	\$445,000	\$146,320	\$36,414	\$1,840,784
4	\$1,195,675	\$438,935	\$246,911	\$37,142	\$1,918,663
5	\$1,203,300	\$443,870	\$252,148	\$37,885	\$1,937,203
6	\$1,184,188	\$447,011	\$252,782	\$38,643	\$1,922,623
7	\$1,190,075	\$439,430	\$252,929	\$39,416	\$1,921,850
8	\$1,194,225	\$442,849	\$248,470	\$40,204	\$1,925,749
9	\$1,196,638	\$444,474	\$251,759	\$41,008	\$1,933,879
10	\$1,197,313	\$446,377	\$250,384	\$41,828	\$1,935,901
11	\$1,196,250	\$436,486	\$248,658	\$42,665	\$1,924,058
12	\$1,192,250	\$436,594	\$250,628	\$43,518	\$1,922,990
13	\$1,186,438	\$446,981	\$251,991	\$44,388	\$1,929,798
14	\$1,178,813	\$445,851	\$248,605	\$45,276	\$1,918,545
15	\$1,169,375	\$442,927	\$248,903	\$46,182	\$1,907,387
16	\$1,183,125	\$440,282	\$248,717	\$47,105	\$1,919,229
17	\$1,168,250	\$446,842	\$252,152	\$48,047	\$1,915,291
18	\$1,176,563	\$440,885	\$250,834	\$49,008	\$1,917,291
19	\$1,156,250	\$445,207	\$248,982	\$49,989	\$1,900,428
20	\$1,157,500	\$448,013	\$250,655	\$50,988	\$1,907,156
21	\$1,155,000	\$449,302	\$251,606	\$52,008	\$1,907,916
22	\$1,148,750	\$449,075	\$0	\$53,048	\$1,650,874
23	\$1,163,750	\$458,332	\$0	\$54,109	\$1,676,192
24	\$1,148,125	\$454,279	\$0	\$55,191	\$1,657,595
25	\$1,153,750	\$458,709	\$0	\$56,295	\$1,668,755
26	\$1,128,750	\$458,901	\$0	\$57,421	\$1,645,072
27	\$0	\$0	\$0	\$0	\$0
28	\$0	\$0	\$0	\$0	\$0
29	\$0	\$0	\$0	\$0	\$0
30	\$0	\$0	\$0	\$0	\$0
Total	\$29,863,884	\$11,332,114	\$4,775,926	\$1,178,482	\$47,150,406

1 - The principal and interest amounts represent the debt service requirements of the Series 2015 Phases #2-9 Major Improvement Bonds at the interest rates. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

2 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Major Improvements allocated to Phases #2-9 that are not paid by the Phases #2-9 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

3 - The principal and interest amounts represent the estimated debt service requirements of the City Contributed Major Improvements. Assessments. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

APPENDIX G
ASSESSMENT ROLL – PHASE #1

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Appendix G
Phase #1 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
210.80
\$9,699,913**

Year	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Total Annual Installment
1	\$430,383	\$0	\$15,000	\$445,383
2	\$637,088	\$28,294	\$15,255	\$680,637
3	\$787,088	\$33,798	\$15,514	\$836,400
4	\$801,963	\$57,033	\$15,778	\$874,774
5	\$790,150	\$58,243	\$16,046	\$864,439
6	\$803,338	\$58,389	\$16,319	\$878,046
7	\$789,838	\$58,423	\$16,597	\$864,857
8	\$801,338	\$57,394	\$16,879	\$875,610
9	\$786,150	\$58,153	\$17,166	\$861,469
10	\$795,963	\$57,835	\$17,457	\$871,255
11	\$804,088	\$57,437	\$17,754	\$879,279
12	\$785,525	\$57,892	\$18,056	\$861,473
13	\$791,963	\$58,207	\$18,363	\$868,532
14	\$796,713	\$57,425	\$18,675	\$872,812
15	\$799,775	\$57,493	\$18,993	\$876,261
16	\$800,275	\$57,451	\$19,315	\$877,041
17	\$799,025	\$58,244	\$19,644	\$876,913
18	\$796,025	\$57,940	\$19,978	\$873,942
19	\$791,275	\$57,512	\$20,317	\$869,104
20	\$783,425	\$57,898	\$20,663	\$861,986
21	\$798,750	\$58,118	\$21,014	\$877,882
22	\$785,425	\$0	\$21,371	\$806,796
23	\$795,275	\$0	\$21,735	\$817,010
24	\$801,475	\$0	\$22,104	\$823,579
25	\$804,025	\$0	\$22,480	\$826,505
26	\$777,925	\$0	\$22,862	\$800,787
27	\$0	\$0	\$0	\$0
28	\$0	\$0	\$0	\$0
29	\$0	\$0	\$0	\$0
30	\$0	\$0	\$0	\$0
Total	\$20,134,258	\$1,103,179	\$485,335	\$21,722,772

1 - The principal and interest amounts represent the estimated debt service requirements of the Series 2015 Phases #1 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

2 - The principal and interest amounts represent the estimated debt service requirements of the City Contributed Major Improvements Assessments. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

APPENDIX H
ASSESSMENT ROLL – PHASE #2

Appendix H Phase #2 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
214.67
\$5,300,000**

Year	Principal and Interest¹	Administrative Expenses²	Total Annual Installment
1	\$470,110	\$20,000	\$490,110
2	\$470,110	\$20,340	\$490,450
3	\$565,110	\$20,686	\$585,796
4	\$561,684	\$21,037	\$582,721
5	\$557,814	\$21,395	\$579,209
6	\$403,500	\$21,759	\$425,259
7	\$402,043	\$22,129	\$424,172
8	\$405,293	\$22,505	\$427,797
9	\$402,955	\$22,887	\$425,842
10	\$405,324	\$23,277	\$428,601
11	\$402,106	\$23,672	\$425,778
12	\$403,595	\$24,075	\$427,669
13	\$399,496	\$24,484	\$423,980
14	\$400,104	\$24,900	\$425,004
15	\$400,125	\$25,323	\$425,448
16	\$399,559	\$25,754	\$425,313
17	\$398,406	\$26,192	\$424,598
18	\$396,666	\$26,637	\$423,303
19	\$399,339	\$27,090	\$426,429
20	\$396,132	\$27,550	\$423,682
21	\$397,337	\$28,019	\$425,356
22	\$397,662	\$28,495	\$426,157
23	\$397,107	\$28,980	\$426,086
24	\$395,671	\$29,472	\$425,143
25	\$773,354	\$29,973	\$803,327
26	\$772,851	\$30,483	\$803,334
27	\$0	\$0	\$0
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
Total	\$11,773,450	\$647,114	\$12,420,563

1 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Phase #2 Improvements. The interest amounts are calculated using 8.87% per annum for years 1 to 5 and 5.87% per annum thereafter.

2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

APPENDIX I
ASSESSMENT ROLL – PHASE #3

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Appendix I
Phase #3 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
131.67
\$3,700,000**

Year	Principal and Interest¹	Administrative Expenses²	Total Annual Installment
1	\$313,210	\$20,000	\$333,210
2	\$312,794	\$20,340	\$333,134
3	\$312,377	\$20,686	\$333,063
4	\$311,961	\$21,037	\$332,998
5	\$311,544	\$21,395	\$332,939
6	\$245,878	\$21,759	\$267,636
7	\$248,213	\$22,129	\$270,341
8	\$250,281	\$22,505	\$272,786
9	\$247,083	\$22,887	\$269,970
10	\$248,885	\$23,277	\$272,162
11	\$250,421	\$23,672	\$274,093
12	\$246,690	\$24,075	\$270,764
13	\$247,959	\$24,484	\$272,442
14	\$248,961	\$24,900	\$273,861
15	\$249,697	\$25,323	\$275,020
16	\$245,167	\$25,754	\$270,920
17	\$245,636	\$26,192	\$271,828
18	\$245,839	\$26,637	\$272,476
19	\$245,776	\$27,090	\$272,865
20	\$250,446	\$27,550	\$277,996
21	\$504,583	\$28,019	\$532,601
22	\$504,862	\$28,495	\$533,357
23	\$504,075	\$28,980	\$533,054
24	\$502,222	\$29,472	\$531,694
25	\$504,303	\$29,973	\$534,276
26	\$495,051	\$30,483	\$525,534
27	\$0	\$0	\$0
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
Total	\$8,293,907	\$647,114	\$8,941,020

1 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Phase #3 Improvements. The interest amounts are calculated using 8.33% per annum for years 1 to 5 and 5.33% per annum thereafter.

2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

APPENDIX J
ASSESSMENT ROLL – PHASE #4

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)

Appendix J
Phase #4 Assessment Roll

**Parcel
Equivalent Units
Assessment**

All Parcels

\$167,000

Year	Principal and Interest¹	Administrative Expenses²	Total Annual Installment
1	\$13,709	\$1,500	\$15,209
2	\$13,633	\$1,526	\$15,158
3	\$13,557	\$1,551	\$15,108
4	\$13,480	\$1,578	\$15,058
5	\$13,404	\$1,605	\$15,009
6	\$9,468	\$1,632	\$11,100
7	\$9,376	\$1,660	\$11,036
8	\$10,284	\$1,688	\$11,972
9	\$10,146	\$1,717	\$11,862
10	\$10,007	\$1,746	\$11,753
11	\$9,869	\$1,775	\$11,644
12	\$9,731	\$1,806	\$11,536
13	\$9,592	\$1,836	\$11,429
14	\$9,454	\$1,868	\$11,322
15	\$10,316	\$1,899	\$12,215
16	\$10,131	\$1,932	\$12,063
17	\$9,947	\$1,964	\$11,911
18	\$9,763	\$1,998	\$11,760
19	\$9,578	\$2,032	\$11,610
20	\$10,394	\$2,066	\$12,460
21	\$22,163	\$2,101	\$24,265
22	\$21,380	\$2,137	\$23,517
23	\$21,596	\$2,173	\$23,769
24	\$21,766	\$2,210	\$23,976
25	\$21,890	\$2,248	\$24,138
26	\$21,968	\$2,286	\$24,254
27	\$0	\$0	\$0
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
Total	\$346,600	\$48,534	\$395,133

1 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Phase #4 Improvements. The interest amounts are estimated using 7.61% per annum for years 1 to 5 and 4.61% per annum thereafter and will be adjusted at the time of levy.

2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Ordinance (Mustang Lakes Phase 4- PID Levy)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re: Sutton Fields NIA#4 - PID Levy

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Amended and Restated Sutton Fields II Public Improvement District Service and Assessment Plan – Updated for NIA#4, including the NIA#4 assessment roll; making a finding of special benefit to property within NIA #4 of the Sutton Fields II Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against NIA #4 assessed property in accordance with Chapter 372 Texas Local Government Code, as amended. (Sutton Fields NIA #4- PID Levy) (McAfee)

Background Information:

The ordinance is attached.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Staff Presentation
- Ordinance

Staff Recommendation:

Staff recommends approval as presented.

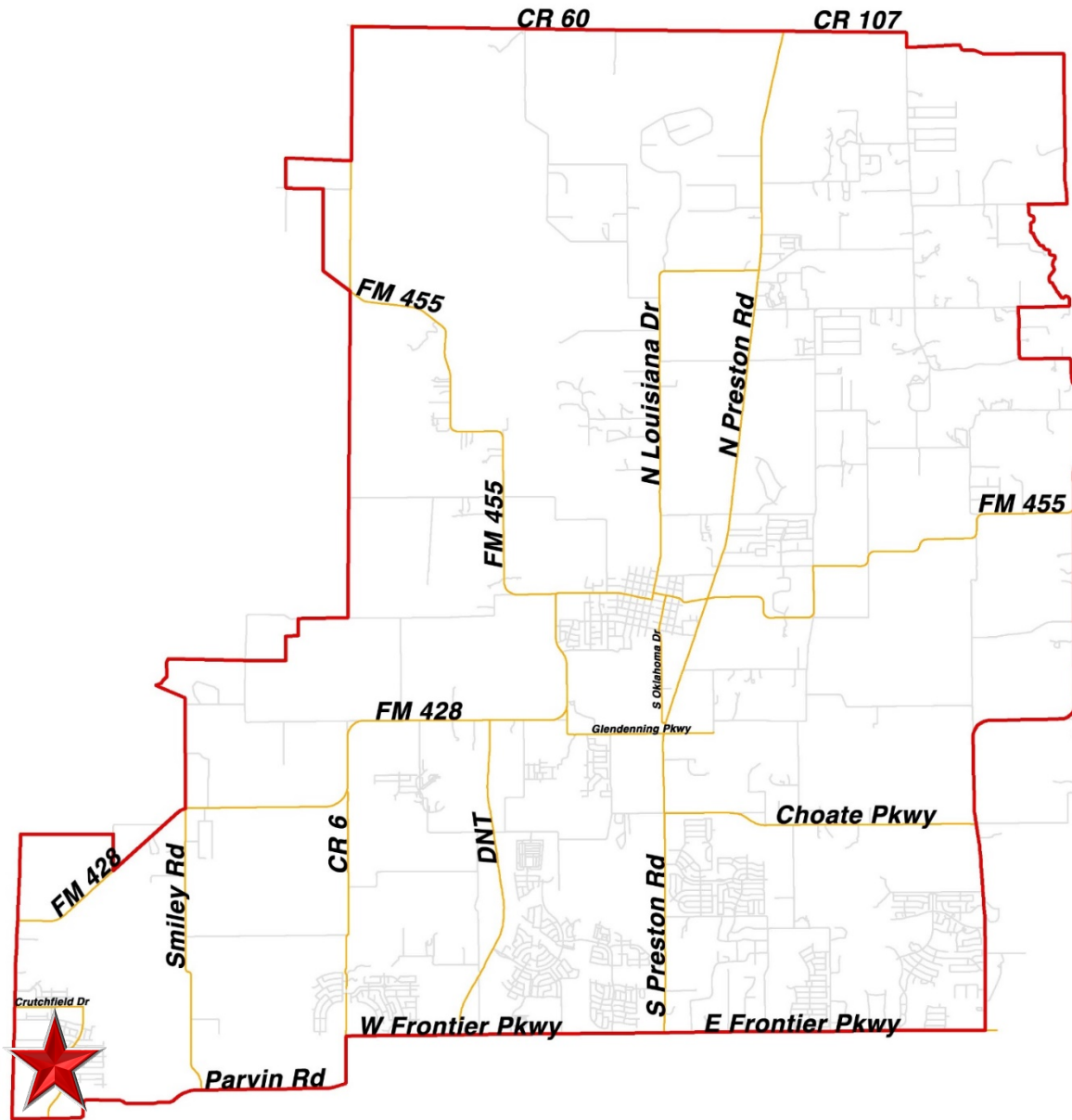
Sutton Fields NIA #4

PID Assessment Levy - Public Hearing

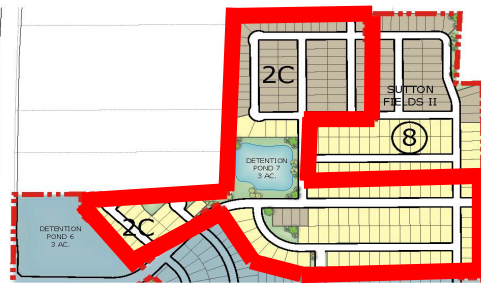
City Council

July 14, 2020

Attachment: Staff Presentation (Sutton Fields NIA#4- PID Levy)



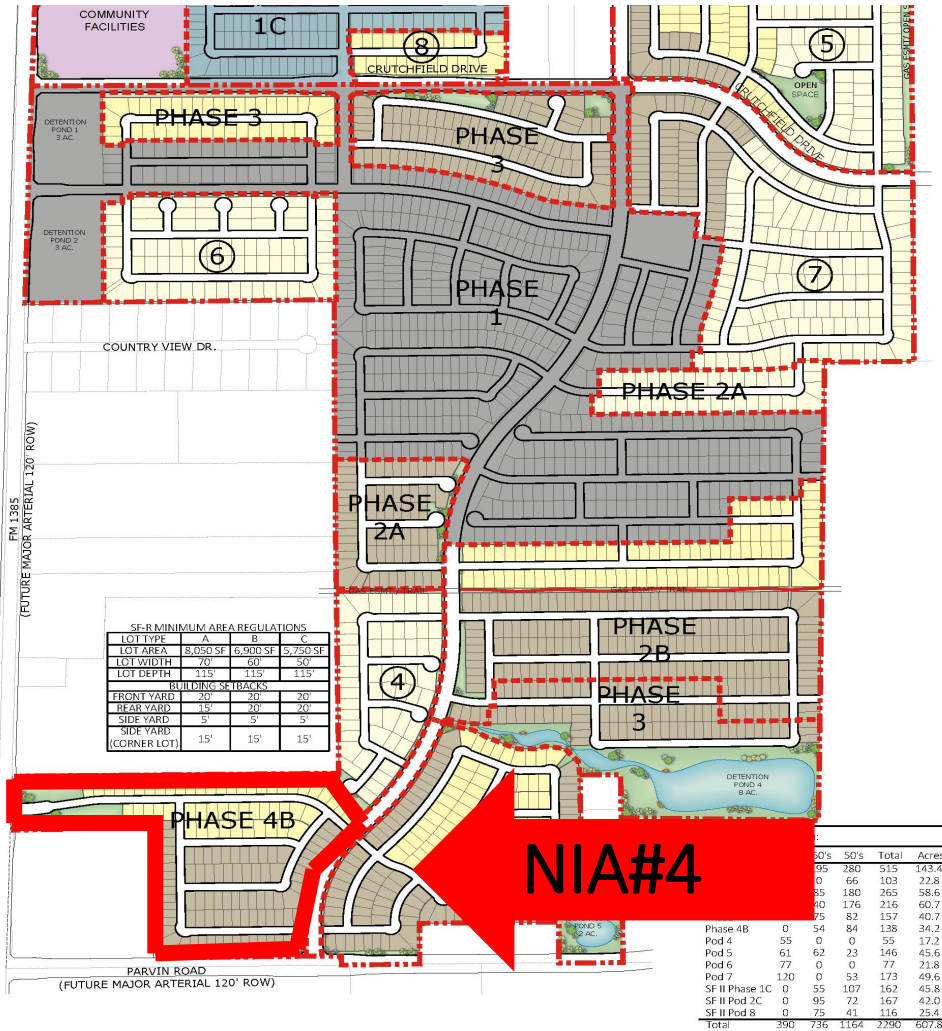
Phasing Exhibit



Concept Plan 50

data summary		
Gross Site Area:		622.8 +/-
SF-R - Single Family	Acres	486.5
HOA Open Space		46.3
Land Dedication		90.0
City Open Space		33.0
Right-of-Way		42.0
Community Facilities		15.0
Residential Product Type:	Lots	% Acres
Single Family:		

NIA#4



NIA#4

PID Overview

- 305 lots
- Estimated Improvement cost: \$5.7M
- Estimated PID assessment amount: \$4.0M

PID Assessment

Assessment per Unit

60' Lot	\$23,663
50' Lot	\$22,452

PID Timeline

- ~~• September 8, 2015 – PID Petition Resolution~~
- ~~• October 13, 2015 – PID Creation Resolution~~
- ~~• June 9, 2020 – Pre-SAP Resolution~~
- July 14, 2020 – SAP/Levy Ordinance

Recommendation

- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

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 #4 ASSESSMENT ROLL FOR THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #4 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #4 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR 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, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 3, 2015, a petition was submitted and filed with the City Secretary (the “City Secretary”) of the City of Celina, Texas (the “City”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district in the City to be known as the Sutton Fields II Public Improvement District (the “District”); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on October 13, 2015, after due notice, the City Council of the City (the “City Council”) held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 2015-51R (the “Authorization Resolution”) adopted by a majority of the members of the City Council, authorized and created the District in accordance with its finding as to the advisability of the Authorized Improvements; and

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

WHEREAS, on October 15, 2015, the City published the Authorization Resolution in *The Dallas Morning News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after October 15, 2015; and

WHEREAS, on June 9, 2020, the City Council adopted a resolution approving a preliminary service and assessment plan update, determining the total costs of the Neighborhood Improvement Area #4 Improvements (as defined in the Service and Assessment Plan, defined below), calling for a public hearing to consider the levying of the Assessments against the property within Neighborhood Improvement Area #4 (as defined in the Service and Assessment Plan) of the District (the “Neighborhood Improvement Area #4 Assessments”), authorizing and directing the filing of a proposed assessment roll for Neighborhood Improvement Area #4 of the District (the “Neighborhood Improvement Area #4 Assessment Roll”), authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #4 Assessments against the property within Neighborhood Improvement Area #4 of the District (the “Levy and Assessment Hearing”) in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, on June 10, 2020, the City Secretary filed the Neighborhood Improvement Area #4 Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on June 19, 2020 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Neighborhood Improvement Area #4 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on *July 14, 2020*, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #4 Assessment Roll, and the proposed Neighborhood Improvement Area #4 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #4 Assessments, the allocation of costs of the Neighborhood Improvement Area #4 Improvements, the purposes of the Neighborhood Improvement Area #4 Assessments, the special benefits of the Neighborhood Improvement Area #4 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #4 Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #4 Assessment Roll and the Sutton Fields II Public Improvement District Amended and Restated Service and Assessment Plan, dated June 13, 2017, as updated for Neighborhood Improvement Area #3 on June 11, 2019, as updated for Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 on September 10, 2019 and as updated for Neighborhood Improvement Area #4 on July 14, 2020, (as updated, the “Service and Assessment Plan”), in a form substantially similar to the attached as ***Exhibit A*** hereto, which final form shall be approved by the City Manager and the City’s land use attorney, and which is incorporated herein for all purposes, should be approved and that the Neighborhood Improvement Area #4 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Roll attached thereto as Appendix H; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs of the Neighborhood Improvement Area #4 Improvements, the Neighborhood Improvement Area #4 Assessment Roll, or the levy of the Neighborhood Improvement Area #4 Assessments; and

WHEREAS, the City Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the costs of the Neighborhood Improvement Area #4 Improvements (as reflected in the Service and Assessment Plan) and the Administrative Expenses (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel within Neighborhood Improvement Area #4 of the District will receive from the construction of the Neighborhood Improvement Area #4 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #4 Improvements and has been reviewed and updated annually, including by the Service and Assessment Plan attached hereto;

(c) The Service and Assessment Plan apportions the cost of a Neighborhood Improvement Area #4 Improvements to be assessed against the property in Neighborhood Improvement Area #4 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #4 Improvements;

(d) All of the real property in Neighborhood Improvement Area #4 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #4 Assessment Roll will be benefited by the Neighborhood Improvement Area #4 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual installment of the Neighborhood Improvement Area #4 Assessments and will receive special benefits during the term of the Neighborhood Improvement Area #4 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Neighborhood Improvement Area #4 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Neighborhood Improvement Area #4 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs and Administrative Expenses;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #4 Assessment Roll in the form attached as Appendix H to the Service and Assessment Plan should be approved as the Neighborhood Improvement Area #4 Assessment Roll for Neighborhood Improvement Area #4 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #4 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #4 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #4 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area

#4 Assessments in a timely manner in order to provide the services and improvements needed and required for Neighborhood Improvement Area #4 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Neighborhood Improvement Area #4 Assessment Roll.

The Neighborhood Improvement Area #4 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #4 Assessment Roll for Neighborhood Improvement Area #4 of the District.

Section 5. Levy and Payment of Special Assessments for the Estimated Costs of Neighborhood Improvement Area #4 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Neighborhood Improvement Area #4 Assessed Property (excluding Non-Benefitted Property) located within Neighborhood Improvement Area #4 of the District, as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #4 Assessment Roll as a special assessment on the properties set forth in the Neighborhood Improvement Area #4 Assessment Roll.

(b) The levy of the Neighborhood Improvement Area #4 Assessments shall be effective on the date of execution of this Ordinance levying the Neighborhood Improvement Area #4 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #4 Assessments shall be as described in the Service and Assessment Plan. The collection of the first Annual Installment of the Neighborhood Improvement Area #4 Assessments hereby levied against each Parcel of Neighborhood Improvement Area #4 Assessed Property shall commence upon the earlier of (i) the issuance of one or more series of Neighborhood Improvement Area #4 Bonds secured by the Neighborhood Improvement Area #4 Assessments, or (ii)

September 21, 2021. Such first Annual Installment of a Neighborhood Improvement Area #4 Assessment shall be due by January 31st of the following calendar year.

(d) Each Neighborhood Improvement Area #4 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #4 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Neighborhood Improvement Area #4 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the estimated costs of the Neighborhood Improvement Area #4 Improvements and the Administrative Expenses is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Neighborhood Improvement Area #4 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law. The Neighborhood Improvement Area #4 Assessments shall have lien priority as specified in the PID Act, the Service and Assessment Plan, and as otherwise allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VII of the Service and Assessment Plan, the owner of any Neighborhood Improvement Area #4 Assessed Property may prepay the Neighborhood Improvement Area #4 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the owners of property in Neighborhood Improvement Area #4 of the District intend for the obligations, covenants and burdens on the landowners of the Neighborhood Improvement Area #4 Assessed Property, including without limitation the property owners' obligations related to payment of the Neighborhood Improvement Area #4 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #4 Assessments and the Annual Installments thereof which are

levied hereby shall be binding upon the landowners, as the owners of the Neighborhood Improvement Area #4 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Neighborhood Improvement Area #4 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Initial Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc. is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Neighborhood Improvement Area #4 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan, in this Ordinance and in any contract between the City and the Administrator. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Temporary Collector.

The City's Assistant City Manager is hereby appointed and designated as the temporary collector of the Neighborhood Improvement Area #4 Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Denton County Tax Assessor and Collector or another qualified collection agent is selected by the City.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Neighborhood Improvement Area #4 Assessments by the City.

Section 12. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Roll, to be recorded in the real property records of Denton County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be

unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Neighborhood Improvement Area #4 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signature page follows]

ADOPTED, PASSED, AND APPROVED on this the 14th day of July, 2020.

ATTEST:

CITY OF CELINA

Vicki Tarrant, City Secretary

Chad Anderson, Mayor Pro-Tem

APPROVED AS TO FORM

_____, Attorney for the City

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Chad Anderson and Vicki Tarrant, Mayor Pro-Tem and City Secretary, respectively, of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

Exhibit A

Service and Assessment Plan

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #4

June 13, 2017

As Updated for NIA #3 on June 11, 2019, collectively
updated for NIA #2 & NIA #3 on September 10, 2019, and
updated for NIA #4 on July 14, 2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #4

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RECITALS

WHEREAS, this Service and Assessment Plan amends and restates that particular Sutton Fields PID II Service and Assessment Plan approved by the City Council on November 10, 2015 (the “Original SAP”); and

WHEREAS, certain terms used herein are defined in Section II; and

WHEREAS, on September 3, 2015, CADG Sutton Fields, LLC, a Texas limited liability company; owner of a majority of the real property petitioned the City for creation of a PID; and

WHEREAS, by Resolution 2015-51R adopted on October 13, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Sutton Fields II Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, on November 10, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-54 and 2015-56 approving the Sutton Fields II Public Improvement District Original SAP and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, the original plan of development contemplated the City to provide retail water and sewer service, the Developer had agreed to secure the water and wastewater certificates of convenience and necessity (“CCNs”) from Mustang Special Utility District for an estimated cost of \$3,300,000 as shown in the Major Improvements budget in the Original SAP and in connection with the securing of the CCN Certificate in order to provide water and wastewater services for the City, the Developer had agreed to purchase capacity for such services from Upper Trinity Regional Water District (“UTRWD”) for an estimated cost of \$800,000; and

WHEREAS, Mustang Special Utility District (“MSUD”) held the certificates of convenience and necessity (the “CCNs”) to provide retail water and sewer service to Tract A; and

WHEREAS, Aqua Texas (“Aqua”) held the CCNs to provide retail water and sewer service to Tract B; and

WHEREAS, MSUD CCNs were decertified on July 16, 2015 and Aqua CCNs were decertified on March 22, 2016, in order to allow the City to provide retail water and sewer service to the Property; and

WHEREAS, the Developer and the City have agreed that the Property will receive water and sewer service from MSUD; and

WHEREAS, the MSUD, the City, and the Developer entered into that certain Facilities Agreement (the “Facilities_Agreement”) effective on June 13, 2017, wherein MSUD has agreed to provide retail water and sewer service to the Assessed Property and, therefore, the CCNs and the UTRWD capacity included in the Original SAP are no longer required; and

WHEREAS, the City Council decided to amend and restate the Original SAP to, among other things, allow MSUD to provide retail water and sewer service to the Assessed Property; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Reimbursement Agreement, effective November 10, 2015 (the “NIA #1 Reimbursement Agreement”), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #1 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #2 Reimbursement Agreement, effective August 28, 2018 (the “NIA #2 Reimbursement Agreement”), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #2 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #3 Reimbursement Agreement, effective June 11, 2019 (the “NIA #3 Reimbursement Agreement”), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #3 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Reimbursement Agreement, effective July 14, 2020 (the “NIA #4 Reimbursement Agreement”), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #4 Improvements (as defined in the Reimbursement Agreement) plus interest; and

WHEREAS, the City and the Developer determined that due to the change in water and sewer service providers, the Developer will no longer expend the amount of \$2,225,000.00 for the costs incurred in the construction of the Neighborhood Improvement Area #1 Improvements (as defined in the Reimbursement Agreement) for which the City would be obligated to reimburse the Developer; and

WHEREAS, the City Council approved the creation of Reinvestment Zone Number Four, City of Celina, Texas (“TIRZ No. 4”), on November 5, 2015; and

WHEREAS, the TIRZ Credit related to TIRZ No. 4 was amended to reduce the City’s participation rate; and

WHEREAS, the City created TIRZ No. 8 to encompass the Neighborhood Improvement Areas #2-5 Assessed Property; and

WHEREAS, the Original SAP was amended and restated on August 28, 2018, as updated from time to time:

NOW THEREFORE, the Service and Assessment Plan is updated as follows:

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On October 13, 2015, (the “Creation Date”) the City Council of the city of Celina, Texas (the “City”) passed and approved Resolution No. 2015-51R approving and authorizing the creation of the Sutton Fields II Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property within the PID (the “Authorized Improvements”), which is located within the City.

Certain development standards have been established for the property within the PID pursuant to the terms and conditions of that certain Amended and Restated Sutton Fields Facilities and Development Agreement dated June 13, 2017 (“the Development Agreement”). The property in the PID is proposed to be developed in approximately five phases, and the PID will finance Authorized Improvements for each phase as each phase is developed. Assessments will be imposed on all property in each phase for the Authorized 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 of public improvement districts within the State of Texas. The Sutton Fields II Service and Assessment Plan was prepared pursuant to 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 for the PID is described in more detail in Section VI.

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.

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.

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 proposed Assessment Rolls for the PID are included as Appendix D, Appendix E, Appendix F, Appendix G and Appendix H of this Service and Assessment Plan. The Assessments as shown on the proposed Assessment Rolls are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

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

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a certification for payment, as defined in the Construction, Funding and Acquisition Agreement, that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (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, and taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses. Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a certification for payment, as defined in the Construction, Funding and Acquisition Agreement, that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) 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 PID Bonds, (v) issuing, paying and redeeming the PID Bonds (vii) investing or depositing of monies, (viii) complying with the PID Act and codes with respect to the PID Bonds, (ix) the Trustee fees and expenses relating to the PID Bonds, including other reasonable fees (x) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors (xi) 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 PID 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 the PID Bonds or identified in any agreement approved by City Council, who shall have the responsibilities provided for herein and in the Service and Assessment Plan.

“Annual Installment” means, with respect to each Assessed Property, each annual payment of the: (i) Assessments (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as Appendix D, Appendix E, Appendix F, Appendix G and Appendix H or in an Annual Service Plan Update, and calculated as provided in Section VII of this Service and Assessment Plan, (ii) Administrative Expenses, (iii) Prepayment reserve described in Section V of this Service and Assessment Plan, and (iv) Delinquency reserve described in Section V of this Service and Assessment Plan.

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

“As-Built Assessed Value” means the estimated future assessed value of a parcel after construction.

“Assessed Property” means a Parcel, other than Non-Benefitted Property, of land located within the PID, described by metes and bounds, by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the County, against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“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 includes Administrative Expenses and interest on all Assessments.

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

“Assessment Roll(s)” means the document(s) included in this Service and Assessment Plan as Appendix D, Appendix E, Appendix F, Appendix G and Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan.

“Authorized Improvements” means the public improvements identified in Section III herein and authorized under 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.

“City” means City of Celina, Texas.

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

“Construction, Funding and Acquisition Agreement”, as applicable, the (i) “Neighborhood Improvement Areas #2-5 Construction, Funding and Acquisition Agreement” between the City and the Developer relating to the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, dated as of November 10, 2015, which provides for the appointment, levying and collection of Assessments, the construction of the Neighborhood Improvement Areas #2-5 Major Improvements, the maintenance of the Neighborhood Improvement Areas #2-5 Major Improvements, the issuance of bonds and other matters related thereto, (ii) the “Neighborhood Improvement Area #1 Construction, Funding and Acquisition Agreement” between the City and the Developer relating to the Neighborhood Improvement Area #1 Bonds, dated as of November 10, 2015, which provides for the appointment, levying and collection of Assessments, the construction of the Neighborhood Improvement Area #1 Improvements, the maintenance of the Neighborhood Improvement Area #1 Improvements, the issuance of bonds and other matters related thereto, (iii) the “Neighborhood Improvement Area #2 Construction, Funding and Acquisition Agreement” between the City and the Developer dated as of August 28, 2018, (iv) the “Neighborhood Improvement Area #3 Construction, Funding and Acquisition Agreement” between the City and the Developer dated as of June 11, 2019, and (v) the “Neighborhood Improvement Area #4 Construction, Funding and Acquisition Agreement” between the City and the Developer dated as of July 14, 2019.

“County” means Denton County, Texas.

“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, collectively, CADG Sutton Fields, LLC, a Texas limited liability company; CADG Sutton Fields II, LLC, a Texas limited liability company, and MM Sutton Fields 4A-4B, LLC, a Texas limited liability company.

“Future Neighborhood Improvement Area” means Neighborhood Improvement Areas that may be fully developed after Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, and Neighborhood Improvement Area #4, as such areas are generally depicted in Table II-C. The Future Neighborhood Improvement Areas are subject to adjustment and are shown for example only.

“Future Neighborhood Improvement Area Improvements” means those Authorized Improvements associated with any Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Neighborhood Improvement Area. In connection with the Future Neighborhood Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Neighborhood Improvement Area in question.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner’s Association established for the benefit of property owners within the PID.

“Indenture” means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of one or more PID Bonds, as modified, amended, and/or supplemented from time to time.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the Official Public Records of Denton 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 Lot size and Lot width.

“Major Improvements” means both on-site and off-site Authorized Improvements which benefit all Assessed Property within the PID and described in Section III.

“Neighborhood Improvement Area #1” means the initial area to be developed within the PID as generally shown on the map on Table II-B consisting of approximately 130 acres.

“Neighborhood Improvement Area #1 Assessed Property” means any and all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and as shown in the Neighborhood Improvement Area #1 Assessment Roll against which an Assessment relating to the Neighborhood Improvement Area #1 Improvements is levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering the Neighborhood Improvement Area #1 included in this SAP as Appendix D, 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 PID Bonds or in connection with any Annual Service Plan Updates.

“Neighborhood Improvement Area #1 Bonds” means those certain “City of Celina, Texas, Special Assessment Revenue Bonds, Series, 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project)” that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood

Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #1 Improvements.

“Neighborhood Improvement Area #1 Improvements” means (i) the pro rata portion of the Major Improvements that benefit the entire PID allocable to the Neighborhood Improvement Area #1, and (ii) the Authorized Improvements which only benefit the Neighborhood Improvement Area #1 Assessed Property and are described in Section III.B hereto, and which are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #2” or “NIA #2” means the property within the PID, being developed as Phase 1C, as depicted on the map in Appendix A consisting of approximately 45.4 acres within the PID.

“Neighborhood Improvement Area #2 Assessed Property” means, for any year, any and all Parcels within Neighborhood Improvement Areas #2 other than Non-Benefited Property.

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

“Neighborhood Improvement Area #2 Initial Parcel” means the portion of all Parcels located within Neighborhood Improvement Area #2, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 134236.

“Neighborhood Improvement Area #2 Improvements” means those Authorized Improvements that benefit the Neighborhood Improvement Area #2, as described in Section III.D hereto, and which are to be financed with the Neighborhood Improvement Areas #2 Reimbursement Agreement and/or the Neighborhood Improvement Areas #2-3 Bonds.

“Neighborhood Improvement Area #2 Reimbursement Agreement” means reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Neighborhood Improvement Area #2 Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #2 Improvements funded by the Developer with interest as permitted by the Act.

“Neighborhood Improvement Areas #2-3 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Sutton Fields II Public Improvement District Neighborhood Improvement Area’s #2-3 Projects) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #2 Assessed Property and Neighborhood Improvement Area #3 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements.

“Neighborhood Improvement Areas #2-5” means the property within the PID, excluding the Neighborhood Improvement Area #1, as depicted on the map on Table II-C consisting of approximately 493 acres within the PID.

“Neighborhood Improvement Areas #2-5 Assessed Property” means, for any year, any and all Parcels within Neighborhood Improvement Areas #2-5 other than Non-Benefited Property.

“Neighborhood Improvement Areas #2-5 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Areas #2-5 Major Improvements included in this SAP as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Neighborhood Improvement Areas #2-5 Initial Parcel” means the portion of all Parcels located within Neighborhood Improvement Areas #2-5, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 52680, 122875, 52751, 52810, 52744, 52760, 52721, 660188, 134236.

“Neighborhood Improvement Areas #2-5 Major Improvements” means those Major Improvements that benefit the entire PID that are allocable to Neighborhood Improvement Areas #2-5, as described in Section III.C hereto, and which are to be financed with the Neighborhood Improvement Areas #2-5 Major Improvement Bonds.

“Neighborhood Improvement Areas #2-5 Major Improvement Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Areas #2-5 Major Improvement Project) that are secured by Assessments levied on Neighborhood Improvement Areas #2-5 Assessed Property.

“Neighborhood Improvement Area #3” or “NIA #3” means the property within the PID, being developed as Phases 2A and 2B, as depicted on the map in Appendix A consisting of approximately 77.4 acres within the PID.

“Neighborhood Improvement Area #3 Assessed Property” means, for any year, any and all Parcels within Neighborhood Improvement Areas #3 other than Non-Benefited Property.

“Neighborhood Improvement Area #3 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Neighborhood Improvement Area #3 Initial Parcels” means the portion of all Parcels located within Neighborhood Improvement Area #3, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 52810, 52744, 52760, and 52721.

“Neighborhood Improvement Area #3 Improvements” means those Authorized Improvements that benefit the Neighborhood Improvement Area #3, as described in Section III.E hereto, and which are to be financed with the Neighborhood Improvement Areas #3 Reimbursement Agreement and/or the Neighborhood Improvement Areas #2-3 Bonds.

“Neighborhood Improvement Area #3 Reimbursement Agreement” means reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Neighborhood Improvement Area #3 Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #3 Improvements funded by the Developer with interest as permitted by the Act.

“Neighborhood Improvement Area #4” or “NIA #4” means the property within the PID, being developed as Phases 2C and 4B, as depicted on the map in Appendix A consisting of approximately 77 acres within the PID.

“Neighborhood Improvement Area #4 Assessed Property” means, for any year, any and all Parcels within Neighborhood Improvement Areas #4 other than Non-Benefited Property.

“Neighborhood Improvement Area #4 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #4 included in this SAP as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Neighborhood Improvement Area #4 Bonds” means bonds expected to be issued in 2020 to reimburse the Developer and/or finance that for the Neighborhood Improvement Area #4 Improvements.

“Neighborhood Improvement Area #4 Initial Parcels” means the portion of all Parcels located within Neighborhood Improvement Area #4, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 751232, 751234, and 134236.

“Neighborhood Improvement Area #4 Improvements” means those Authorized Improvements that benefit the Neighborhood Improvement Area #4, as described in Section III.F hereto, and which are to be financed with the Neighborhood Improvement Areas #4 Reimbursement Agreement and/or the Neighborhood Improvement Area #4 Bonds.

“Neighborhood Improvement Area #4 Reimbursement Agreement” means reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Neighborhood Improvement Area #4 Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #4 Improvements funded by the Developer with interest as permitted by the Act.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property

is not assessed at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel. For Assessed Property that is converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, such property remains subject to the Assessments and the Assessments must be prepaid as provided for in Section VII.H.

“Parcel” or “Parcels” means a specific property within the PID identified by either a tax map identification number assigned by the Denton County Appraisal District for real property tax purpose, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of Denton County, or by any other means determined by the County.

“PID” means the Sutton Fields II Public Improvement District created by the City pursuant to Resolution 2015-51R on October 13, 2015.

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

“PID Bonds” means the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the property within the PID, which may include funds for any required reserves and amounts necessary to pay the PID Bond issuance costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used to collectively refer to the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, the Neighborhood Improvement Area #2-3 Bonds, and the Future Improvement Area Bonds, including the Neighborhood Improvement Area #4 Bonds expected to be issued in 2020, throughout this SAP.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment.

“Project” means the approximately 622 acres of land located within the City. The project is contained within the area depicted on Table II-A.

“Public Property” means property, real property, right of way and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

“Service and Assessment Plan” or “SAP” means this Sutton Fields II Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the PID.

“**TIRZ No. 4**” means the Tax Increment Reinvestment Zone No. 4, City of Celina, Texas.

“**TIRZ No. 8**” means the Tax Increment Reinvestment Zone No. 8, City of Celina, Texas.

“**TIRZ Credit**” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to **Section V.N** of this Service and Assessment Plan.

“**TIRZ Ordinances**” means the ordinances 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 the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 4 Project Plan and Financing Plan (including amendments or supplements thereto) and the Tax Increment Reinvestment Zone No. 8 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. 4 tax increment fund and TIRZ No 8 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 V.M of this Service and Assessment Plan.

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

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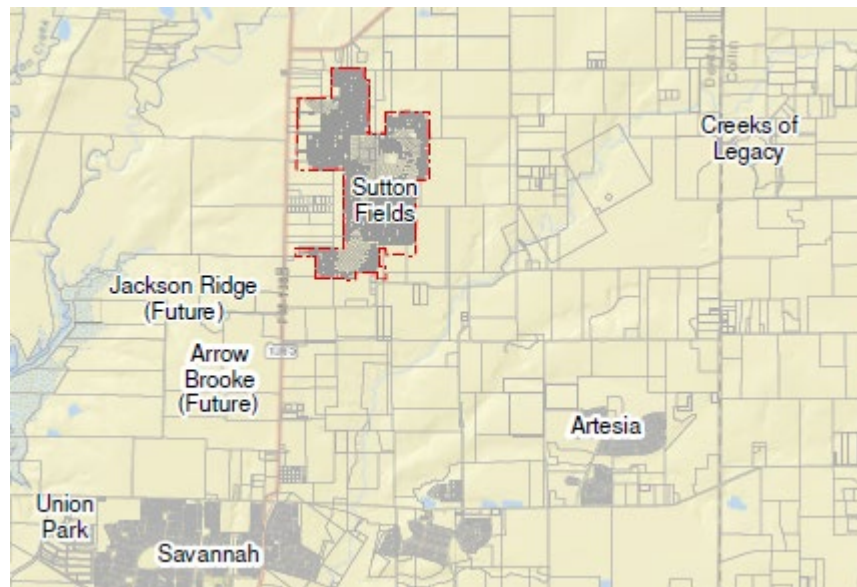
II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is comprised of the property depicted and described by metes and bounds on Exhibit A to Resolution 2015-51R, as adopted by the City Council. The PID is located within the City's corporate limits and within the extraterritorial jurisdiction of the City and contains approximately 622 acres planned for the development of approximately 2,290 single family residential lots and includes the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

A map of the property within the PID is shown in Table II-A. Legal descriptions for all original Parcels within the PID are included in Appendix B.

**Table II-A
PID Boundary Map**



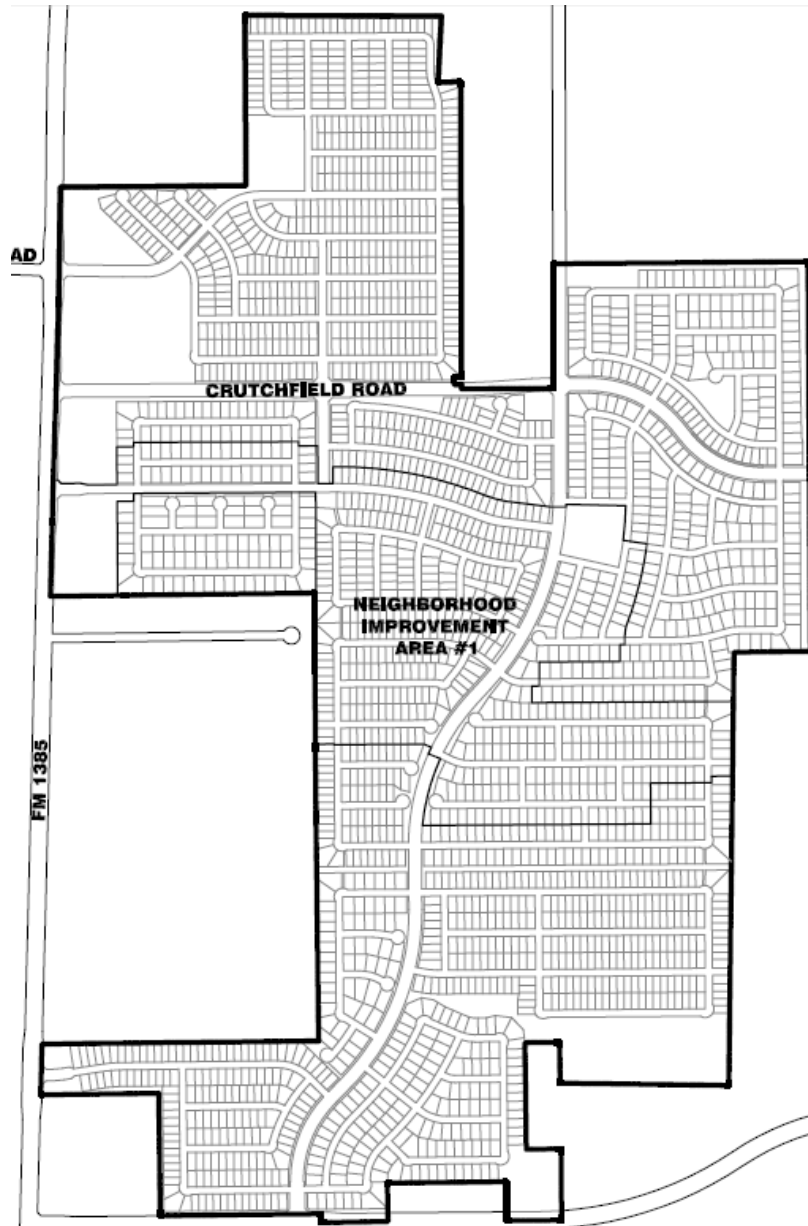
Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

B. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1

The Neighborhood Improvement Area #1 contains approximately 130 acres. Neighborhood Improvement Area #1 is expected to be developed into approximately 515 single family residential lots.

A map of the property within the PID and Neighborhood Improvement Area #1 is shown in Table II-B.

Table II-B
PID Boundary Map



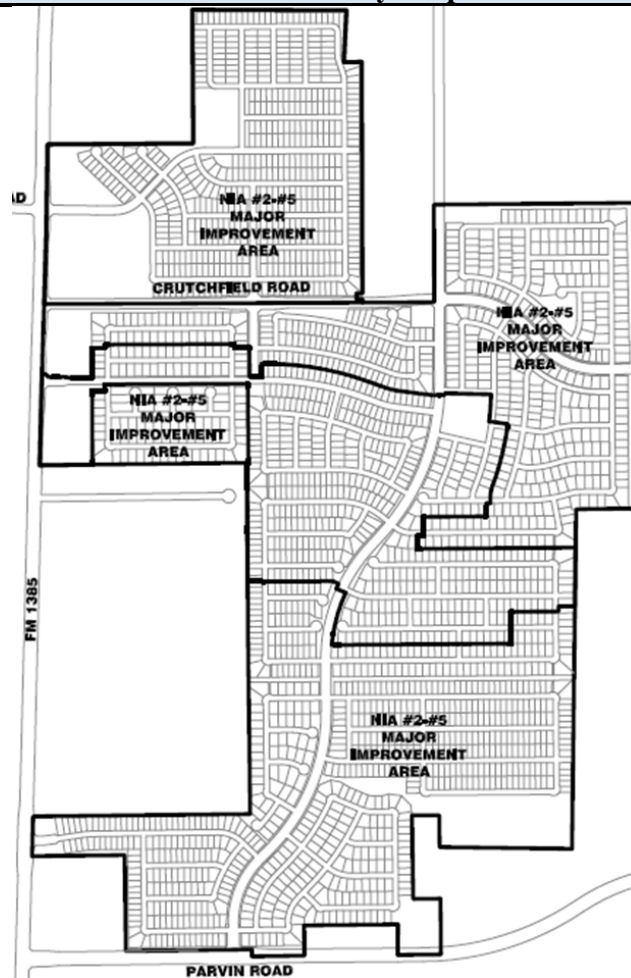
Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

C. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREAS #2-5

Neighborhood Improvement Areas #2-5 contain approximately 493 acres. Neighborhood Improvement Areas #2-5 are expected to be developed in separate Future Neighborhood Improvement Areas containing, in total, approximately 1,775 single family residential lots. As Future Neighborhood Improvement Areas continue to be developed and Future Neighborhood Improvement Area Bonds are issued, the Assessment Plan will be amended to incorporate any applicable new information and a new table that depicts the impact of the applicable Future Neighborhood Improvement Area being developed.

A map of the property within the Neighborhood Improvement Areas #2-5 is shown in Table II-C.

Table II-C
PID Boundary Map



Neighborhood Improvement Area #2 contains approximately 45.4 acres. Neighborhood Improvement Area #2 is expected to be developed into approximately 162 single family residential lots.

Neighborhood Improvement Area #3 contains approximately 77.4 acres. Neighborhood Improvement Area #3 is expected to be developed into approximately 368 single family residential lots.

Neighborhood Improvement Area #4 contains approximately 77.337 acres. Neighborhood Improvement Area #4 is expected to be developed into approximately 305 single family residential lots.

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III. DESCRIPTION OF THE PUBLIC 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;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvements authorized by the PID Act, the City has determined that of the improvements authorized under the PID Act, it will undertake the Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D, Section III.E, and Section III.F herein for the benefit of the Property within the PID.

B. DESCRIPTIONS AND COSTS OF THE AUTHORIZED IMPROVEMENTS THAT ONLY BENEFIT NEIGHBORHOOD IMPROVEMENT AREA #1

The Authorized Improvements that only benefit Improvement Area #1 are described below:

Neighborhood Improvement Area #1 Water Distribution System

This water portion of the Neighborhood Improvement Area #1 waterline improvements consists of constructing 8-inch water line, including associated and 8-inch gate valves. One-inch diameter water services will be provided to each of the 515 lots within Neighborhood Improvement Area #1. All associated waterline testing, trench safety and erosion protection during construction are included. These lines have been designed and constructed in accordance with Mustang Special Utility District (MSUD) standards and specifications and are owned and operated by MSUD. These lines include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Neighborhood Improvement Area #1 and all 515 lots within Neighborhood Improvement Area #1.

Neighborhood Improvement Area #1 Sanitary Sewer

Neighborhood Improvement Area #1 wastewater improvements also include construction of 8" gravity sanitary sewer line that connects to the 10" gravity sewer main line. Construction includes connection at multiple points through concrete manholes. Services to individual lots are by 4" gravity sewer services. All lines have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD. These lines include the necessary appurtenances to be fully operational extending wastewater service to the limits of Neighborhood Improvement Area #1 and each of the 515 lots within Neighborhood Improvement Area #1.

Neighborhood Improvement Area #1 Storm Drainage

The drainage portion of the Neighborhood Improvement Area #1 Improvements shall consist round concrete pipes, reinforced concrete boxes, inlets and rock riprap protection at outfalls. The main means of conveyance of storm drainage within Neighborhood Improvement Area #1 is within underground storm drainpipes. The roadway pavement section incorporates the use of curbs with integrated drainage inlets to control runoff and conveyance of storm-water throughout the drainage basins associated with Neighborhood Improvement Area #1. The system includes underground reinforced concrete pipe (RCP) with associated headwalls, safety end treatments, manholes and storm sewer energy dissipaters at the points of discharge. This project has been constructed to City standards and specifications and has been dedicated to the City to own and operate.

Neighborhood Improvement Area #1 Residential Streets

Roadway improvements within Neighborhood Improvement Area #1 include construction of concrete pavement and pavement subgrade. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each lot within Neighborhood Improvement Area #1. All roadway projects have been designed and constructed in accordance with City standards and specifications and has been dedicated to the City to own and operate These projects provide access to community roadways and state highways.

C. DESCRIPTIONS AND COSTS OF THE AUTHORIZED IMPROVEMENTS

The original plan for the PID anticipated the City as a customer of Upper Trinity Regional Water District (UTRWD) providing water to the properties in the PID. This plan has since changed and currently, the PID is being developed with Mustang Special Utility District (“MSUD”) as its retail provider of water. The Major Improvements originally anticipated to be constructed and updates to the Major Improvements because of the change are described below:

The Neighborhood Improvement Areas #2-5 Major Improvements are described below and their Actual Costs are shown in Table III-A. The Neighborhood Improvement Areas #2-5 Major Improvement Bonds will only pay for Neighborhood Improvement Areas #2-5’s share of the Major Improvements (approximately 79% except for the Offsite Sewer Improvements which are approximately 74%) as shown within Table III-A. The Actual Costs to construct the Major Improvements including the Off-Site Major Improvements is \$11,520,649. The Actual Costs to construct the Neighborhood Improvement Areas #2-5 Major Improvements minus the Off-Site Sewer Major Improvements allocated to Neighborhood Improvement Areas #2-5 and as shown in Table V-B, is \$10,611,272. The Actual Costs shown in Table III-A may be revised through Annual Service Plan Updates.

The Actual Costs for the Neighborhood Improvement Areas #2-5 Major Improvements are to be funded both from the proceeds of the Neighborhood Improvement Areas #2-5 Major Improvement Bonds as described herein and from funds contributed by the Developer.

1. Detention Ponds

Drainage System

Project shall consist of the construction of one (1) retention/detention pond, including excavation to a depth of 15-feet and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond. This project has been constructed according to City standards and specifications and is owned and operated by the City. The portion of these costs allocated to Neighborhood Improvement Areas #2-5 is \$215,582.

Updates to the Drainage System Improvements:

According to Pettit Barazza, LLC (the “Project Engineer”), final design incorporated additional detention ponds, which are new projects. Storm drainage system associated with the detention ponds are included with these improvements and generally consists of reinforced concrete pipes and reinforced concrete boxes, along with headwalls and safety end treatments, erosion control such as riprap protection, and soil stabilization. The improvements were designed according to City and the Texas Department of Transportation (TxDOT). The City maintains and operates the underground storm drainage system and the Homeowners’ Association maintains and operates the detention ponds.

2. Paving

A. Road “A” Improvements

The Roadway ‘A’ portion of the project consists of the construction of approximately 240 linear feet of 6-inch thick, 36-foot wide, concrete pavement with curb and gutter and 3,280 linear feet of 6-inch thick, 44-foot wide, concrete pavement with curb and gutter. The concrete will be 3,600 pounds per square inch (psi) strength. 17,978 square yards (sy) of pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This provides access from FM 1385 into the Sutton Fields Amenity Center and rest of the development.

B. Updates to the Roadway “A” Improvements:

According to the Project Engineer, Roadway “A” was renamed as Fenwick Trail. In addition, the final design includes 6-inch lime stabilization and 5-foot wide sidewalk and round concrete pipes are also included in the contracted quantities for Fenwick Trail improvements.

C. Road “F” Improvements

The Roadway ‘F’ portion of the project consists of the construction of 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides north-south access to the entire development. The roadway improvements have constructed according to City standards.

D. Updates to the Roadway “F” Improvements:

The Project Engineer provided the following updates to the Roadway “F” Improvements:

The City required a second point of access for the current phases, which required the extension of Sutton Fields Boulevard to the north and partial construction of the intersection at Crutchfield Road. The southern end of Sutton Fields Boulevard was also extended to the end of the lots developed and platted with the current phases. 4-lane divided concrete pavement and 6-inch stabilized subgrade are currently under contract. The north and south extension of Sutton Fields

Boulevard is a new project, not included in the initial list of Authorized Improvements for the PID and has been constructed according to City standards.

E. Road C1 – Crutchfield Road

The improvement of one-half (1/2) of Crutchfield Road (Road C1), from FM 1385 east to the intersection of Sutton Fields Boulevard, was required by the City as a second point of access to the development through Sutton Fields Boulevard. The Roadway ‘C1’ portion of the project consists of the construction 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides east-west access to the entire development. The improvement of Crutchfield Road is a new project that was not included in the initial list of Authorized Improvements for the PID and has been constructed according to City standards.

F. Road B – Boleyn Avenue

The City required the additional improvement of Boleyn Avenue as a condition of approval. The Roadway ‘B’ portion of the project consists of the construction of, 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides a north access to the entire development. The construction of Boleyn Avenue is a new project that was not included in the initial list of Authorized Improvements for the PID and has been constructed according to City standards.

G. FM 1385

The FM 1385 roadway portion of the project consists of the construction left and right turn lanes within FM 1385 to enhance traffic turning movement in and out of the development. These improvements have been constructed to TX DOT, Denton County and City standards. These Improvements benefit the entire project.

H. Updates to the FM 1385 Improvements:

With the additional new project of Crutchfield Road (Road C1) Improvements by the City, an additional right turn lane was required. One (1) northbound right turn lane is being constructed at Fenwick Trail (Road A) and an additional one (1) northbound right turn lane at Crutchfield Road (Road C1) with the current phases. Both turn lanes consist of hot mix asphaltic concrete. The additional right turn lane is a new project that was not included in the initial list of Authorized Improvements for the PID.

As described above, MSUD continues to provide water and wastewater services to the properties in the PID, as a result, CCNs are no longer required for the PID.

Offsite Water

A. Water Distribution System

The City is a customer of the Upper Trinity Regional Water District (“UTRWD”) and receives wholesale treated water through a major transmission line from the UTRWD Tom Harpool water treatment plant. Therefore, there are no water treatment plant upgrades required.

There is an existing 36-inch water transmission line located along the Western boundary of the project. The off-site improvements consist of constructing a new delivery point/ meter station, a 0.25 MG Ground Storage Tank, a 1.0 MG Elevated Storage Tank and a Pump Station with the required pumps to provide adequate pressure to the system. The combination of the Elevated and Ground Storage Tanks will provide the adequate storage capacity required by TCEQ and will also provide the required pressures for the entire system. Approximately 11,000 linear feet of 12-inch water line have been constructed as part of the water distribution system. All of the improvements benefit the Development. Additional waterline improvements include connection to the existing water-main, installation of associated 12-inch valves, fire hydrants, ductile iron fittings, erosion control, trench safety and testing. All water improvements have been constructed to City standards and specifications and all improvements are owned and operated by the City. These Improvements benefit Neighborhood Improvement Areas #1-4.

B. Updates to the Offsite Water Distribution System Improvements:

The original plan for the PID anticipated the City as a customer of Upper Trinity Regional Water District (UTRWD) providing water to the properties in the PID. This plan has since changed and currently, the PID is being developed with MSUD as its retail provider of water. The transition from UTRWD to MSUD resulted in the addition of 12-inch water lines along the future Tudor Place, and downsizing the proposed 12-inch water line along Fenwick Trail to an 8-inch water line. Also, a 12-inch water line was extended along the additional length of Sutton Fields Boulevard required by the City in conjunction with the current phase. The additional 12-inch water lines are new projects that were not included in the initial list of Authorized Improvements for the PID.

C. Elevated Storage Tank Engineering

Engineering for the Elevated Storage Tank will start with NIA #1 to secure all necessary approvals, including TCEQ and the City. These Improvements will benefit the entire project.

D. Updates to the Elevated Storage Tank:

The elevated storage tank is no longer required because of the transition from UTRWD to MSUD. As a result, the water distribution system was redesigned to accommodate the new points of connection and the elevated storage tank is no longer required for the PID.

3. Offsite Sewer

A. Sanitary Sewer

The City is a customer city of the Upper Trinity Regional Water District (UTRWD) and receives wastewater collection services by constructing a wastewater interceptor line and wastewater treatment services from the UTRWD collection point located at Parvin Road & Good Hope. UTRWD operates the Riverbend and Doe Creek wastewater treatment plants. The UTRWD treatment plant permit with the TCEQ has excess capacity to serve the Sutton Fields development. UTRWD is in the process of expanding both wastewater treatment plants.

This project consists of constructing 6-inch force main, associated lift station, 6,050 linear feet of 15-inch sanitary sewer gravity line, 1,250 linear feet of 12-inch sanitary sewer gravity line and 800 linear feet of 10-inch sanitary sewer gravity line generally flowing southeasterly along Parvin Road and connecting to the UTRWD collection point and Doe Creek/ Riverbend Wastewater Treatment Plants. Cutoff valves, air release valves have been constructed in accordance with City of Celina and TCEQ regulations. The gravity interceptor line has been designed to maintain the 3.0 fps minimum velocity. The line has been designed and constructed in accordance with the City's standards and specifications and is owned and operated by the City. The portion of the acquisition of this and other related costs of the CCN allocated to Neighborhood Improvement Areas #2-3 is \$909,377.

B. Updates to the Offsite Sanitary Sewer System Improvements:

The original plan for the PID anticipated the City as a customer of UTRWD providing wastewater collection services to the PID. This plan has since changed and currently, The PID has been developed with MSUD as its retail provider of wastewater collection services. As a result of this the transition from UTRWD to MSUD, the metering station at the UTRWD delivery point is no longer required because the offsite gravity sewer connects into an existing MSUD gravity line. The contracted quantities for the offsite sewer also includes gravity sanitary sewer mains from 8-inch to 24-inch diameters, along with a concrete encasement for crossing under Doe Creek, and removal and replacement of existing MSUD gravity lines to facilitate outfall. It also includes removal and replacement of existing fences.

4. Right of Way, Open Space and Civic Site Land

Upon closing of the PID Bonds corresponding to the development of a certain number of lots, the City has paid a certain amount for the acquisition of the right-of-way, open space and civic site land comprising approximately 71.3 acres.

Table III-A
Estimated Costs of Major Improvements and Neighborhood Area #1 Improvements

	Total Costs
<i>Major Improvements</i>	
Detention Ponds	\$1,713,240
Paving Road A - Fenwick	\$1,757,332
Paving Road F - Sutton Fields	\$1,329,016
Paving - FM 1385	\$473,345
Crutchfield Road	\$1,016,121
Boleyn Paving - Road B	\$262,789
ROW, open space land acquisition and park contribution	\$6,500,000
Offsite water improvements	\$1,015,695
Offsite sewer improvements	\$2,807,208
Professional consulting, legal fees and additional debt service reserve funding	\$620,000
<i>Subtotal Major Improvements</i>	<i>\$17,494,746</i>
<i>Neighborhood Improvement Area #1 Improvements</i>	
Water distribution improvements	\$1,484,079
Sewer collection improvements	\$1,327,844
Storm sewer collection improvements	\$2,563,601
Roadway improvements including site preparation	\$3,627,916
<i>Subtotal NIA #1 Improvements</i>	<i>\$9,003,440</i>
Total Authorized Improvements	\$26,498,186

Note: Costs provided by Petitt Barraza, LLC. The amounts shown may be revised in Annual Service Plan Updates.

D. DESCRIPTIONS AND COSTS OF THE AUTHORIZED IMPROVEMENTS THAT ONLY BENEFIT NEIGHBORHOOD IMPROVEMENT AREA #2

The descriptions of the Neighborhood Improvement Area #2 Improvements are presented below and the Actual Costs of the Neighborhood Improvement Area #2 Improvements are shown in Table III-B. The Actual Costs shown in Table III-B may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation

of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-B
Estimated Costs Neighborhood Improvement Area #2 Improvements

Authorized Improvements	Total Costs
Roadway improvements	\$1,699,596
Water distribution improvements	\$447,989
Sewer collection improvements	\$459,689
Storm sewer collection improvements	\$850,638
Other soft and miscellaneous costs	\$770,204
Total Estimated Costs	\$4,228,116

Note: The amounts shown may be revised in Annual Service Plan Updates.

E. DESCRIPTIONS AND COSTS OF THE AUTHORIZED IMPROVEMENTS THAT ONLY BENEFIT NEIGHBORHOOD IMPROVEMENT AREA #3

The descriptions of the Neighborhood Improvement Area #3 Improvements are presented below and the Actual Costs of the Neighborhood Improvement Area #3 Improvements are shown in Table III-C. The Actual Costs shown in Table III-C may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements have been designed and constructed in accordance with MSUD standards and specifications and are owned and operated by MSUD.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-C
Estimated Costs Neighborhood Improvement Area #3 Improvements

Authorized Improvements	Total Costs
Roadway improvements	\$2,437,225
Water distribution improvements	\$697,756
Sewer collection improvements	\$629,868
Storm sewer collection improvements	\$1,962,024
Other soft and miscellaneous costs	\$988,693
Total Estimated Costs	\$6,715,566

Note: The updated Actual Costs as reported by the Developer in the first quarter 2020 developer quarterly disclosure.

The costs of the Authorized improvements shown above are estimates and may be updated in Annual Service Plan Updates. Savings from one line item may be applied to other line items or other Authorized Improvements specified in an Annual Service Plan Update or as otherwise approved by the City Council.

F. DESCRIPTIONS AND COSTS OF THE AUTHORIZED IMPROVEMENTS THAT ONLY BENEFIT NEIGHBORHOOD IMPROVEMENT AREA #4

The descriptions of the Neighborhood Improvement Area #4 Improvements are presented below and the estimated costs of the Neighborhood Improvement Area #4 Improvements are shown in Table III-D. The estimated costs shown in Table III-D may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. 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 the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, sheet draining slopes and drainage channels as well as detention ponds. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-D
Estimated Costs Neighborhood Improvement Area #4 Improvements

Authorized Improvements	Total Costs
Roadway improvements	\$2,286,637
Water distribution improvements	\$753,549
Sewer collection improvements	\$1,294,285
Storm sewer collection improvements	\$1,443,748
Other soft and miscellaneous costs	\$0
Total Estimated Costs	\$5,778,220

Note: The amounts shown may be revised in Annual Service Plan Updates.

The costs of the Authorized improvements shown above are estimates and may be updated in Annual Service Plan Updates. Savings from one line item may be applied to other line items or other Authorized Improvements specified in an Annual Service Plan Update or as otherwise approved by the City Council, provided such application complies with the provision of the PID Act.

G. DESCRIPTIONS AND COSTS OF FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

Future Neighborhood Improvement Area Bonds may be issued in the future to fund Future Neighborhood Improvement Area Improvements, subject to the approval of the City Council. Should that occur, then in association with issuing Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to identify the Future Neighborhood Improvement Area Improvements as well as adding Table III-E.

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IV. FUTURE NEIGHBORHOOD IMPROVEMENT AREA BONDS TEST

A. FUTURE NEIGHBORHOOD IMPROVEMENT AREA BONDS

The City has reserved the right to issue Future Neighborhood Improvement Area Bonds for any purpose permitted by the Act, including those described above, and in accordance with the conditions set forth below:

1. At least seventy five percent (75%) of the residential lots within the particular Future Neighborhood Improvement Area of the PID for which Authorized Improvements are financed by the Future Neighborhood Improvement Area Bonds must be under contract with merchant builders unaffiliated with the Developer.
2. The ratio of the appraised value of all of the land in the particular Future Neighborhood Improvement Area of the PID, based on an independent appraisal and assuming completion of the improvements within such phase to be financed with the proceeds of the Future Neighborhood Improvement Area Bonds to be issued, to the principal amount of the Future Neighborhood Improvement Area Bonds to be issued must be at least 3.0:1;
3. Construction contracts for at least 50% of the costs of the Authorized Improvements in such Future Neighborhood Improvement Area to be paid with proceeds of the applicable series of Future Neighborhood Improvement Area Bonds must be executed and ready to proceed; and
4. Construction of residences in all previously financed Neighborhood Improvement Areas taken as a whole must be at least twenty five percent (25%) complete or underway.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each Parcel resulting from the Authorized Improvements. The PID Act provides that the costs of certain 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 entails a series of PID Bond financings that are intended to finance the Authorized Improvements required for the Project. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Neighborhood Improvement Area #1 Area Bonds and the Neighborhood Improvement Areas #2-5 Major Improvement Bonds issued in 2015, and the Neighborhood Improvement Areas #2-3 Bonds issued in 2019, and the Additional Neighborhood Improvement Area #1 Bonds, if issued, Future Neighborhood Improvement Area Bonds, including the Neighborhood Improvement Area #4 Bonds expected to issued in 2020, may be issued over the upcoming decade as the subsequent neighborhood improvement areas are added (each corresponding to a Future Neighborhood Improvement Area) of the development are gradually constructed.

The purpose of this gradual issuance of PID Bonds as the Future Neighborhood Improvement Areas are developed is to mirror the actual private development of the Authorized Improvements. The 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 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 PID 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 load 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 can be reimbursed by a subsequent parity lien bond financing, secured by the same assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

It is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Neighborhood Improvement Areas will receive from internal subdivision Authorized Improvements that will benefit each individual Future Neighborhood Improvement Area and that are to be financed with Future Neighborhood Improvement Area Bonds. Therefore, Parcels within Neighborhood Improvement Areas #2-5 were initially assessed for the special benefits conferred upon the Parcel because of the Major Improvements.

In connection with the levying of additional Assessments on Future Neighborhood Improvement Area Assessed Property, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel within a Future Neighborhood Improvement Area receives from the specific Authorized Improvements. Prior to levying an additional Assessment on a Parcel located within Future Neighborhood Improvement Areas, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Neighborhood Improvement Areas #2-5 Major Improvements, Neighborhood Improvement Area #1 Improvements, Neighborhood Improvement Area #2 Improvements, Neighborhood Improvement Area #3 Improvements, and Neighborhood Improvement Area #4 Improvements (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, the Neighborhood Improvement Area #3 Assessed Property, the Neighborhood Improvement Area #4 Assessed Property, and the Neighborhood Improvement Areas #2-5 Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Neighborhood Improvement Area #2-5 Major Improvements, Neighborhood Improvement Area #1 Improvements, Neighborhood Improvement Area #2 Improvements, Neighborhood Improvement Area #3 Improvements, and Neighborhood Improvement Area #4 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such Authorized Improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. ALLOCATION OF COSTS OF AUTHORIZED IMPROVEMENTS ONLY BENEFITING NEIGHBORHOOD IMPROVEMENT AREA #1

Some Authorized Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #1, and these costs are allocated 100% to Neighborhood Improvement Area #1. The Actual Costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #1 are shown in Table V-A.1. The costs detailed in Table V-A.1 are subject to revision through the Annual Service Plan Updates.

C. ALLOCATION OF COSTS OF AUTHORIZED IMPROVEMENTS ONLY BENEFITING NEIGHBORHOOD IMPROVEMENT AREA #2

Some Authorized Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #2, and these costs are allocated 100% to Neighborhood Improvement Area #2. The estimated costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #2 are shown in Table V-A.2. The costs detailed in Table V-A.2 are subject to revision through the Annual Service Plan Updates.

D. ALLOCATION OF COSTS OF AUTHORIZED IMPROVEMENTS ONLY BENEFITING NEIGHBORHOOD IMPROVEMENT AREA #3

Some Authorized Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #3, and these costs are allocated 100% to Neighborhood Improvement Area #3. The estimated costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #3 are shown in Table V-A.3. The costs detailed in Table V-A.3 are subject to revision through the Annual Service Plan Updates.

E. ALLOCATION OF COSTS OF AUTHORIZED IMPROVEMENTS ONLY BENEFITING NEIGHBORHOOD IMPROVEMENT AREA #4

Some Authorized Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #4, and these costs are allocated 100% to Neighborhood Improvement Area #4. The estimated costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #4 are shown in Table V-A.4. The costs detailed in Table V-A.4 are subject to revision through the Annual Service Plan Updates.

F. ALLOCATION OF COSTS OF MAJOR IMPROVEMENTS

The Major Improvements provide special benefit to all Assessed Property within the PID, and these costs are allocated between Neighborhood Area #1 and Neighborhood Improvement Areas #2-5 based on the estimated As-Built Assessed Value. The estimated costs of the Major Improvements are shown in Table V-A.1. The costs detailed in Table V-A.1 are subject to revision through the Annual Service Plan Updates.

G. ALLOCATION OF COSTS RELATING TO ISSUANCE OF PID BONDS

The costs relating to the issuance of the Neighborhood Improvement Area #1 Bonds are allocated 100% to Neighborhood Improvement Area #1 Assessed Property. The costs relating to issuing Neighborhood Improvement Area #2-5 Major Improvement Bonds is allocated 100% to Neighborhood Improvement Areas #2-5. The costs relating to the issuance of the Neighborhood Improvement Areas #2-3 Bonds are allocated 100% to Neighborhood Improvement Area #2 Assessed Property and the Neighborhood Improvement Area #3 Assessed Property. Any costs associated with a Future Neighborhood Improvement Area Bond will be allocated 100% to that Future Neighborhood Improvement Area.

H. ALLOCATION OF ACTUAL COSTS OF FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas continue to be developed and Future Neighborhood Improvement Area Bonds are issued, the Assessment Plan will be amended to reflect allocation of the cost of Authorized Improvements benefitting the Future Neighborhood Improvement Area.

I. INCORPORATION BY REFERENCE

The Recitals to this amended and restated Service and Assessment Plan are hereby incorporated by reference as if set forth in the body of this amended and restated Service and Assessment Plan and are made a part hereof for all purposes.

The estimated costs of the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Areas #2-5 Improvements that provide a benefit to Neighborhood Improvement Area #1 and Neighborhood Improvement Areas #2-5 are shown in Table V-A.1 on the following page.

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Table V-A.1
Allocation of Authorized Improvement Costs

		Neighborhood Improvement Area #1		Neighborhood Improvement Areas #2-5	
	Total Costs (a)	% Allocation	Share of Costs	% Allocation	Share of Costs
MAJOR IMPROVEMENTS					
Detention Ponds (b)	\$1,713,240	20.81%	\$356,525	79.19%	\$1,356,714
Paving Road A - Fenwick (b)	\$1,757,332	20.81%	\$365,701	79.19%	\$1,391,631
Paving Road F - Sutton Fields (b)	\$1,329,016	20.81%	\$276,568	79.19%	\$1,052,447
Paving - FM 1385	\$473,345	20.81%	\$98,503	79.19%	\$374,842
1/2 Crutchfield Road (b)	\$1,016,121	20.81%	\$211,455	79.19%	\$804,666
ROW and Open Space Acquisition	\$6,500,000	20.81%	\$1,352,650	79.19%	\$5,147,350
Boleyn Paving - Road B (b)	\$262,789	20.81%	\$54,686	79.19%	\$208,103
Offsite Water	\$1,015,695	20.81%	\$211,366	79.19%	\$804,329
Offsite Sewer (b)	\$2,807,208	20.81%	\$584,180	79.19%	\$2,223,028
Professional consulting and legal fees	\$620,000	20.81%	\$129,022	79.19%	\$490,978
A	\$17,494,746		\$3,640,657		\$13,854,089
AUTHORIZED IMPROVEMENTS ONLY BENEFITTING NEIGHBORHOOD IMPROVEMENT AREA #1					
Water Improvements	\$1,484,079	100%	\$1,484,079	0%	\$0
Sewer Improvements	\$1,327,844	100%	\$1,327,844	0%	\$0
Storm Sewer Improvements	\$2,563,601	100%	\$2,563,601	0%	\$0
Roadway Improvements	\$3,627,916	100%	\$3,627,916	0%	\$0
B	\$9,003,440		\$9,003,440		\$0
Subtotal - Major Improvements + Neighborhood Area #1 Improvements	C=A+B	\$26,078,186		\$12,644,097	\$13,854,089
NEIGHBORHOOD IMPROVEMENT AREAS #2-5 BOND COSTS					
Debt Service Reserve Fund	\$1,430,125	0%	\$0	100%	\$1,430,125
Capitalized Interest	\$2,398,125	0%	\$0	100%	\$2,398,125
Cost of Issuance	\$1,179,750	0%	\$0	100%	\$1,179,750
Underwriter's Discount	\$437,266	0%	\$0	100%	\$437,266
D	\$5,445,266		\$0		\$5,445,266
NEIGHBORHOOD IMPROVEMENT AREA #1 BOND COSTS					
Debt Service Reserve Fund	\$978,100	100%	\$978,100	0%	\$0
Capitalized Interest	\$1,448,051	100%	\$1,448,051	0%	\$0
Cost of Issuance	\$871,556	100%	\$871,556	0%	\$0
Underwriter's Discount	\$300,434	100%	\$300,434	0%	\$0
E	\$3,598,141		\$3,598,141		\$0
Subtotal – Neighborhood Improvement Areas #2-5 Bond Cost + Neighborhood Improvement Area #1 Bond Cost	F=D+E	\$9,043,546		\$3,598,141	\$5,445,405
TOTAL AUTHORIZED IMPROVEMENTS	G=C+F	\$35,541,732		\$16,242,238	\$19,299,494

(a) See also Table III-A.

(b) The costs shown are updated from what was presented in the original SAP. City Council has allowed the cost overruns to be included in the NIAs #2-5 Actual Cost, but the cost overruns are not permitted in the NIA #1 Actual Cost and will be covered by the Developer.

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

The estimated costs of the Neighborhood Improvement Area #2 Improvements that only provide a benefit to Neighborhood Improvement Area #2 are shown in Table V-A.2 below.

Table V-A.2
Allocation of NIA #2 Improvement Costs

		Neighborhood Improvement Area #2	
	Total Costs (a)	% <i>Allocation</i>	<i>Share of Costs</i>
Authorized Improvements Only Benefitting Neighborhood Improvement Area #2			
Roadway improvements	\$1,699,596	100%	\$1,699,596
Water distribution improvements	\$447,989	100%	\$447,989
Sewer collection improvements	\$459,689	100%	\$459,689
Storm Sewer collection improvements	\$850,638	100%	\$850,638
Other soft and miscellaneous costs	\$770,204	100%	\$770,204
Total NIA #2 Improvements	\$4,228,116		\$4,228,116

(a) See Table III-B for details.

The estimated costs of the Neighborhood Improvement Area #3 Improvements that only provide a benefit to Neighborhood Improvement Area #3 are shown in Table V-A.3 below.

Table V-A.3
Allocation of NIA #3 Improvement Costs

		Neighborhood Improvement Area #3	
	Total Costs (a)	% <i>Allocation</i>	<i>Share of Costs</i>
Authorized Improvements Only Benefitting Neighborhood Improvement Area #3			
Roadway improvements	\$2,437,225	100%	\$2,437,225
Water distribution improvements	\$697,756	100%	\$697,756
Sewer collection improvements	\$629,868	100%	\$629,868
Storm Sewer collection improvements	\$1,962,024	100%	\$1,962,024
Other soft and miscellaneous costs	\$988,693	100%	\$988,693
Total NIA #3 Improvements	\$6,715,566		\$6,715,566

(a) See Table III-C for details.

The estimated costs of the Neighborhood Improvement Area #4 Improvements that only provide a benefit to Neighborhood Improvement Area #4 are shown in Table V-A.4 on the following page.

Table V-A.4
Allocation of NIA #4 Improvement Costs

		Neighborhood Improvement Area #4	
	Total Costs (a)	% Allocation	Share of Costs
Authorized Improvements Only Benefitting Neighborhood Improvement Area #4			
Roadway improvements	\$2,286,637	100%	\$2,286,637
Water distribution improvements	\$753,549	100%	\$753,549
Sewer collection improvements	\$1,294,285	100%	\$1,294,285
Storm Sewer collection improvements	\$1,443,748	100%	\$1,443,748
Other soft and miscellaneous costs	\$0	100%	\$0
Total NIA #3 Improvements	\$5,778,220		\$5,778,220

(a) See Table III-D for details.

J. DETERMINATION OF SPECIAL BENEFIT AND ASSESSMENTS

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 City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

Neighborhood Improvement Area #1

- a) The Neighborhood Improvement Area #1 Improvement costs allocated to Neighborhood Improvement Area #1 equals \$16,242,238; and
- b) The Neighborhood Improvement Area #1 Assessed Property receives special benefit from the Neighborhood Improvement Area #1 Improvements; and
- c) The Neighborhood Improvement Area #1 Initial Parcel consists of all property in Neighborhood Improvement Area #1, therefore the Neighborhood Improvement Area #1 Initial Parcel was allocated 100% of the Neighborhood Improvement Area #1 Assessments, which equal \$11,560,000 as shown on the Neighborhood Improvement Area #1 Assessment Roll attached hereto as Appendix D. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #1 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and
- d) The Neighborhood Improvement Area #1 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #1 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-B.

Table V-B
Neighborhood Improvement Area #1 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #1 Improvements (a)	\$12,644,097
Reserve Fund	\$978,100
Capitalized Interest	\$1,448,051
Cost of Issuance (b)	\$871,556
Underwriter's Discount/Underwriter's Counsel	\$300,434
<i>Subtotal Special Benefit</i>	<i>\$16,242,238</i>
Assessments	
Assessments securing Neighborhood Improvement Area #1 Bonds	\$11,560,000
Excess Benefits	\$4,682,238

(a) See Table V-A.1 for details

(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.

Neighborhood Improvement Areas #2-5

- a) The Neighborhood Improvement Areas #2-5 Improvement costs allocated to Neighborhood Improvement Areas #2-5 equals \$19,299,494; and
- b) The Neighborhood Improvement Areas #2-5 Assessed Property receives special benefit from the Neighborhood Improvement Areas #2-5 Improvements; and
- c) The Neighborhood Improvement Areas #2-5 Initial Parcel consists of all property in Neighborhood Improvement Areas #2-5, therefore the Neighborhood Improvement Areas #2-5 Initial Parcel was allocated 100% of the Neighborhood Improvement Areas #2-5 Assessments, which equal \$16,825,000 as shown on the Neighborhood Improvement Areas #2-5 Assessment Roll attached hereto as Appendix E; and
- d) The Neighborhood Improvement Areas #2-5 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Areas #2-5 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-C on the following page.

Table V-C
Neighborhood Improvement Areas #2-5 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #2-5 Improvements (a)	\$13,854,089
Reserve Fund	\$1,430,125
Capitalized Interest	\$1,179,750
Cost of Issuance (b)	\$437,266
Underwriter's Discount/Underwriter's Counsel	\$437,266
<i>Subtotal Special Benefit</i>	<i>\$19,299,494</i>
Assessments	
Assessments securing Neighborhood Improvement Area #2-5 Bonds	\$16,825,000
Excess Benefits	\$2,474,494

(a) See Table V-A.1 for details

(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.

Neighborhood Improvement Area #2

- a) The estimated costs of the Neighborhood Improvement Area #2 Improvements allocated to Neighborhood Improvement Area #2 equals \$4,228,116; and
- b) The Neighborhood Improvement Area #2 Assessed Property receives special benefit from the Neighborhood Improvement Area #2 Improvements; and
- c) The Neighborhood Improvement Area #2 Initial Parcel initially consisted of all property in Neighborhood Improvement Area #2, therefore the Neighborhood Improvement Area #2 Initial Parcel (or Parcel or Parcels subsequently subdivided from it) was allocated 100% of the Neighborhood Improvement Area #2 Assessments, which equal \$1,905,000 as shown on the Neighborhood Improvement Area #2 Assessment Roll attached hereto as Appendix F. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #2 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and
- d) The Neighborhood Improvement Area #2 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #2 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-D on the following page.

Table V-D
Neighborhood Improvement Area #2 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #2 Improvements (a)	\$4,228,116
Reserve Fund	\$164,967
Capitalized Interest	\$0
Cost of Issuance	\$110,529
Underwriter's Discount/Underwriter's Counsel	\$57,150
<i>Subtotal Special Benefit</i>	<i>\$4,560,762</i>
Assessments	
Assessments securing Neighborhood Improvement Areas #2-3 Bonds	\$1,905,000
Excess Benefits	\$2,655,762

(a) See Table V-A.2 for details

Neighborhood Improvement Area #3

- a) The estimated costs of the Neighborhood Improvement Area #3 Improvements allocated to Neighborhood Improvement Area #3 equals \$6,715,566; and
- b) The Neighborhood Improvement Area #3 Assessed Property receives special benefit from the Neighborhood Improvement Area #3 Improvements; and
- c) The Neighborhood Improvement Area #3 Initial Parcel consists of all property in Neighborhood Improvement Area #3, therefore the Neighborhood Improvement Area #3 Initial Parcel (or Parcel or Parcels subsequently subdivided from it) was allocated 100% of the Neighborhood Improvement Area #3 Assessments, which equal \$4,450,000 as shown on the Neighborhood Improvement Area #3 Assessment Roll attached hereto as Appendix G. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #3 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and
- d) The Neighborhood Improvement Area #3 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #3 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-E on the following page.

Table V-E
Neighborhood Improvement Area #3 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #3 Improvements (a)	\$6,715,566
Reserve Fund	\$385,357
Capitalized Interest	\$360,710
Cost of Issuance	\$241,471
Underwriter's Discount/Underwriter's Counsel	\$133,500
<i>Subtotal Special Benefit</i>	<i>\$7,836,604</i>
Assessments	
Assessments securing Neighborhood Improvement Areas #2-3 Bonds	\$4,450,000
Excess Benefits	\$3,386,604

(a) See Table V-A.3 for details

Neighborhood Improvement Area #4

- a) The estimated costs of the Neighborhood Improvement Area #4 Improvements allocated to Neighborhood Improvement Area #4 equals \$5,742,609; and
- b) The Neighborhood Improvement Area #4 Assessed Property receives special benefit from the Neighborhood Improvement Area #4 Improvements; and
- c) The Neighborhood Improvement Area #4 Initial Parcel consists of all property in Neighborhood Improvement Area #4, therefore the Neighborhood Improvement Area #4 Initial Parcel (or Parcel or Parcels subsequently subdivided from it) will be allocated 100% of the Neighborhood Improvement Area #4 Assessments, which equal \$4,000,000 as shown on the Neighborhood Improvement Area #4 Assessment Roll attached hereto as Appendix H. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #4 is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and
- d) The Neighborhood Improvement Area #4 Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #4 Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-F on the following page.

Table V-F
Neighborhood Improvement Area #4 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #4 Improvements (a)	\$5,778,220
<i>Subtotal Special Benefit</i>	
Assessments	
Assessments securing Neighborhood Improvement Areas #4	\$4,000,000
Excess Benefits	\$1,778,220

(a) See Table V-A.4 for details

At the time the City Council approved the SAP, the Developer owned 100% of the Assessed Property. The Developer has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Developer has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) the SAP and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property.

The City Council has determined that funding the Actual Costs through the PID is beneficial to the City. The Authorized Improvements result in a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Assessment. This conclusion is supported by the information provided to the City Council regarding the PID.

K. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, updates to the Assessment Rolls and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel or Lot (ii) the Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VII.G of this Service and Assessment Plan.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Developer funds.

L. FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL

As Future Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Area #5, etc.).

M. ASSESSMENTS AND ANNUAL INSTALLMENTS

The Assessments for the PID Bonds will be levied on each Parcel or Lot according to the Assessment Rolls. The Annual Installments for the PID Bonds will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

N. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding Assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which will be revised based on actual costs incurred in Annual Service Plan Updates. 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 Administration Expenses.

O. EXCESS INTEREST RATE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%), (the “Excess Interest Rate”). For Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Major Improvement Bonds, to the extent funds are available under the applicable Indenture, forty percent (40.0%) of the funds generated by the Excess Interest Rate (0.20%) will initially fund the Prepayment Reserve. For Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Major Improvement Bonds, to the extent funds are available under the applicable Indenture, the remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (0.30%) will initially fund the Delinquency Reserve. For Neighborhood Improvement Area #2-3 Bonds the funds generated by the Excess Interest Rate, (0.50%), will fund the Delinquency and Prepayment Reserve (as described in Section V.R herein) pursuant to the applicable indenture.

P. PREPAYMENT RESERVE

As stated, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds are actually redeemed (“the Prepayment Reserve”). To the extent funds are available under the applicable Indenture, each Prepayment Reserve shall be funded each year until it reaches 1.5%

of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, but in no event will the annual collections be more than 0.20% higher than the actual interest rate paid on the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds. If the PID Act is subsequently amended to allow prepayment of an Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds payments to be charged upon the prepayment of the Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of the Assessment and the date on which Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds are actually prepaid may be eliminated. If in a given year the additional reserve is fully funded at 1.5% of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, respectively, the City and the Developer can allocate the Prepayment Reserve Component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the applicable Indenture.

Q. DELINQUENCY RESERVE

To the extent funds are available under the applicable Trust Indenture, each additional delinquency reserve (the “Delinquency Reserve”) shall be funded each year up to 4.0% of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% higher than the actual interest rate paid on the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, respectively. If in a given year the additional reserve is fully funded at 5.5% of the par amount of the Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds, the City and the Developer shall allocate the Delinquency Reserve component of the Excess Interest Rate collected to the redemption of Neighborhood Improvement Area #1 Bonds and Neighborhood Improvement Areas #2-5 Bonds as set forth in the applicable Indenture.

R. DELINQUENCY AND PREPAYMENT RESERVE

With respect to the Neighborhood Improvement Areas #2-3 Bonds, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which and Neighborhood Improvement Areas #2-3 Bonds are actually redeemed and to offset any possible delinquent payments. To the extent funds are available under the applicable Trust Indenture, this additional reserve for Neighborhood Improvement Areas #2-3 Bonds (the “Delinquency and Prepayment Reserve”) shall be funded each year up to 5.5% of the par amount of the Neighborhood Improvement Areas #2-3 Bonds. If in a given year the additional reserve is fully funded at 5.5% of the par amount of the Neighborhood Improvement Areas #2-3 Bonds, the City shall will designate such Excess Interest Rate collected for the redemption of Neighborhood Improvement Areas #2-3 Bonds as set forth in the applicable Indenture.

S. TIRZ CREDIT

The City has agreed to use TIRZ Revenues from TIRZ No. 4 generated from property within Neighborhood Improvement Area #1 Assessed Property to offset a portion of the Annual Installment on the Neighborhood Improvement Area #1 Assessed Property and has agreed to use TIRZ Revenues from TIRZ No. 8 generated from property within Neighborhood Improvement Areas #2-5 Assessed Property to offset a portion of the Annual Installment on the Neighborhood Improvement Areas #2-5 Assessed Property, respectively (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

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VI. SERVICE PLAN

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Major Improvements financed with the Phases #2-5 Major Improvement Bonds and the Phase #1 Improvements financed with the Phase #1 Bonds have been constructed and accepted by the City. The Phase #2 Improvements have been constructed and accepted by the City. The Phase #3 Improvements have been constructed and accepted by the City. It is anticipated that it will take approximately 6 months for the Phase #4 Improvements to be constructed. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred as an “Annual Service Plan Update.”

The projected Annual Installments for the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, and the Neighborhood Improvement Areas #2-3 Bonds (relating to Neighborhood Improvement Area #2), the Neighborhood Improvement Areas #2-3 Bonds (relating to Neighborhood Improvement Area #3), and the Neighborhood Improvement Area #4 Reimbursement Agreement are shown on Appendix D, Appendix E, Appendix F, Appendix G, and Appendix H, respectively. The projected annual installments are subject to revision and shall be updated in the Annual Service Plan Update as necessary.

The estimated costs for Neighborhood Improvement Area #1 Improvements plus the costs related to the issuance of the Neighborhood Improvement Area #1 Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is \$16,242,238 as shown in Table VI-A. The estimated costs for Neighborhood Improvement Areas #2-5 Major Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-5 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$19,299,494 as shown in Table VI-A on the following page.

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Table VI-A
Sources and Uses of Funds – NIA #1 and NIA #2-5

Sources of Funds	Neighborhood Improvement Area #1	Neighborhood Improvement Area #2-5
Gross Bond Amount	\$11,560,000	\$16,825,000
Developer's Advance (a)	\$2,581,645	\$437,266
Other funding sources (b)	\$2,100,592	\$2,037,228
Total Sources	\$16,242,238	\$19,299,494
Uses of Funds		
Authorized Improvements (c)	\$12,644,097	\$13,854,089
Debt Service Reserve Fund	\$978,100	\$1,430,125
Capitalized Interest	\$1,448,051	\$2,398,264
Costs of Issuance	\$871,556	\$1,179,750
Underwriter's Discount	\$300,434	\$437,266
Total Uses	\$16,242,238	\$19,299,494

(a) The amounts represent the Developer deposits at the time of bond issuance.

(b) The other funding sources represent projected costs of Authorized Improvements to be paid by the Developer in excess of the bond proceeds and Developer deposits at bond closing.

(c) See Table V-A for details.

The estimated costs for Neighborhood Improvement Area #2 Improvements and the Neighborhood Improvement Area #3 Improvements plus the costs related to the issuance of the Neighborhood Improvement Area #2-3 Bonds is \$12,010,858 as shown in Table VI-B on the following page.

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Table VI-B
Sources and Uses of Funds – NIA #2 and NIA #3

Sources of Funds	Neighborhood Improvement Area #2	Neighborhood Improvement Area #3	Total
Neighborhood Improvement Areas #2-3 Bond Amount	\$1,905,000	\$4,450,000	\$6,355,000
Other funding sources (a)	\$2,655,762	\$3,108,201	\$5,763,963
Total Sources	\$4,560,762	\$7,558,201	\$12,118,963
Uses of Funds			
Authorized Improvements (b)	\$4,228,116	\$6,437,163	\$10,665,279
Debt Service Reserve Fund	\$164,967	\$385,357	\$550,324
Capitalized Interest	\$0	\$360,710	\$360,710
Costs of Issuance	\$110,529	\$241,471	\$352,000
Underwriter's Discount	\$57,150	\$133,500	\$190,650
Total Uses	\$4,560,762	\$7,558,201	\$12,118,963

(a) The other funding sources represent projected costs of Authorized Improvements to be paid by the Developer in excess of the Neighborhood Improvement Areas #2-3 Bond proceeds and Developer deposits at bond closing.

(b) See Table V-D and Table V-E for details.

The estimated costs for Neighborhood Improvement Area #4 Improvements is shown in Table VI-C below.

Table VI-C
Sources and Uses of Funds – NIA #4

Sources of Funds	Total
Neighborhood Improvement Area #4 Reimbursement Agreement	\$4,000,000
Other funding sources (a)	\$1,778,220
Total Sources	
Uses of Funds	
Authorized Improvements (b)	\$5,778,220
Total Uses	\$5,778,220

(a) The other funding sources represent projected costs of Neighborhood Improvements Area #4 to be funded by the Developer in excess of the Assessments for Neighborhood Improvements Area #4.

(b) See Table V-F for details.

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

Table VI-D
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources
2015	\$35,541,732	\$28,385,000	\$7,156,732
2016	\$0	\$0	\$0
2017	\$0	\$0	\$0
2018	\$0	\$0	\$0
2019	\$11,914,581	\$6,355,000	\$5,559,581
2020	\$0	\$0	\$0
2021	\$5,778,220	\$4,000,000	\$1,778,220
2022	\$0	\$0	\$0
Total	\$53,234,533	\$38,740,000	\$14,494,533

The annual projected costs shown in Table VI-D are the annual expenditures relating to the Authorized Improvements shown in Tables III-A, III-B, III-C, and III-D, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table V-A.1. The difference between the annual projected cost and the annual projected indebtedness represents an amount funded by the Developer, which may be reimbursed with the proceeds of Future Neighborhood Improvement Area Bonds to the extent available.

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VII. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE NEIGHBORHOOD IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Area #1 is shown on the Neighborhood Improvement Area #1 Assessment Roll, attached as Appendix D, 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 principal and interest on the Neighborhood Improvement Area #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section VI, and to cover Administrative Expenses of Neighborhood Improvement Area #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel in Neighborhood Improvement Area #1. The TIRZ Credit for each Parcel shall be as described in Section V.N, and shall be as provided for in Section VII.C below:

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE NEIGHBORHOOD IMPROVEMENT AREAS #2-5

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Areas #2-5 are shown on the Neighborhood Improvement Areas #2-5 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 principal and interest on the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section VI, to cover Administrative Expenses of Neighborhood Improvement Areas #2-5.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE NEIGHBORHOOD IMPROVEMENT AREA #2, NEIGHBORHOOD IMPROVEMENT AREA #3, AND NEIGHBORHOOD IMPROVEMENT AREA #4

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Area #2 are shown on the Neighborhood Improvement Area #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 the debt obligations under the Neighborhood Improvement Areas #2-3 Bonds and to cover Administrative Expenses of Neighborhood Improvement Area #2.

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Area #3 are shown on the Neighborhood Improvement Area #3 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay the debt obligations under the Neighborhood Improvement Areas #2-3 Bonds, and to cover Administrative Expenses of Neighborhood Improvement Area #3.

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Area #4 are shown on the Neighborhood Improvement Area #4 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay the debt obligations under the Neighborhood Improvement Areas #4 Reimbursement Agreement and/or under the Neighborhood Improvement Area #4 Bonds, and to cover Administrative Expenses of Neighborhood Improvement Area #4.

D. TIRZ CREDIT FOR PARCELS LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1

The Annual Installment for each Parcel in Neighborhood Improvement Area #1 shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel.

The TIRZ Credit for each Parcel in Neighborhood Improvement Area #1 in any given year shall be determined by the TIRZ Revenues collected within TIRZ No. 4 in the preceding year (i.e., TIRZ Revenues collected in 2019 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2020).

E. TIRZ CREDIT FOR PARCELS LOCATED IN NEIGHBORHOOD IMPROVEMENT AREAS #2-5

The Annual Installment for each Parcel in Neighborhood Improvement Areas #2-5 shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel.

The TIRZ Credit for each Parcel in Neighborhood Improvement Areas #2-5 in any given year shall be determined by the TIRZ Revenues collected within TIRZ No. 8 in the preceding year (i.e., TIRZ Revenues collected in 2019 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2020).

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Areas #5, etc.). The Assessments shall not

exceed the benefit received by the Assessed Property.

G. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE PID

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the new divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated As-Built Assessed Value of the new divided Assessed Property

D = the sum of the As-Built Assessed Value for all of the new divided Assessed Properties

The calculation of the As-Built Assessed Value of an Assessed Property shall be performed by the Administrator based on information from the City, the Developer, third party consultants, the Official Public Records of Denton County, Texas, and any other relevant source of information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the new subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the estimated As-Built Assessed Value of all new subdivided Lots with same Lot Type

D = the sum of the estimated As-Built Assessed Value for all of the new subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an estimated As-Built Assessed Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact future as-built Lot value and any other information available to the Developer. The calculation of the estimated As-Built Lot value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of Denton County, Texas regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

H. 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-Benefitted 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 Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

I. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of PID Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of PID Bonds for each Parcel of Assessed Property shall be reduced by the City Council 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 PID Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess PID Bond proceeds being available to redeem PID Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on estimated build out value of each Parcel or Lot, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds and Administrative Expenses. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the PID Bonds is equal to the outstanding principal amount of the PID Bonds.
3. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Budgeted Costs used to calculate the Assessments securing the PID Bonds, resulting in excess Bond proceeds, then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.
4. Similarly, if the City does not undertake some of the Authorized Improvements with the PID Bonds then the City Council may reduce the Assessment securing the PID

Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.

5. The City Council may apply excess PID Bond proceeds to the redemption of the respective PID Bonds.

J. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced from any proceeds from the Debt Service Reserve Fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- (c) Upon payment in full of an Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related 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. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
- (d) At the option of the Parcel owner, the Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Assessments plus Prepayment Costs with respect thereto. Upon the payment of such amount 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. The partial Assessment payment will be used to redeem the bonds.

2. Payment of Annual Installments

The Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Annual Installment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #1 in Appendix D and Neighborhood Improvement Areas #2-5 in Appendix E have been calculated using an interest rate on the Neighborhood Improvement Area #1 Bonds of 7.25% and an interest rate on the Neighborhood Improvement Areas #2-5 Major Improvement Bonds of 8.25%, respectively.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #2 in Appendix F and Neighborhood Improvement Areas #3 in Appendix G have been calculated using an interest rate of 4.125% for the Neighborhood Improvement Area #2-3 Bonds maturing through 2039 and an interest rate of 4.250% for the Neighborhood Improvement Area #2-3 Bonds maturing after 2039.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #4 in Appendix H have been calculated using an estimated interest rate of 5% for the Neighborhood Improvement Area #4 Reimbursement Agreement.

The Annual Installments shall be reduced to equal the actual costs of repaying the PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. If additional Assessments are levied on the Project by the City, the Annual Installments will be adjusted to reflect the changes.

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

K. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City Council for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a prepayment reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies in the same manner and at the same time as ad valorem taxes. The City Council may provide for other means of collecting the

Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent 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.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated each September 1 and assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

Each Annual Installment for the Neighborhood Improvement Area #2 Assessments, including the interest on the unpaid amount of an Assessment, shall begin at the earlier of (i) Future Neighborhood Improvement Area Bonds issued for Neighborhood Improvement Area #2 Improvements, or (ii) September 1, 2019, and be assessed annually thereafter. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Neighborhood Improvement Area #2 Annual Installments. Collection of the Annual Installment for the Neighborhood Improvement Area #2 Assessments commenced as of September 1, 2019.

Each Annual Installment for the Neighborhood Improvement Area #3 Assessments, including the interest on the unpaid amount of an Assessment, shall begin at the earlier of (i) Future Neighborhood Improvement Area Bonds issued for Neighborhood Improvement Area #3 Improvements, or (ii) September 1, 2020, and be assessed annually thereafter. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Neighborhood Improvement Area #3 Annual Installments.] Collection of the Annual Installment for the Neighborhood Improvement Area #3 Assessments commenced with the issuance of the Neighborhood Improvement Areas #2-3 Bonds.

Each Annual Installment for the Neighborhood Improvement Area #4 Assessments, including the interest on the unpaid amount of an Assessment, shall begin at the earlier of (i) Future Neighborhood Improvement Area Bonds issued for Neighborhood Improvement Area #4 Improvements, or (ii) September 1, 2021, and be assessed annually thereafter. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Neighborhood Improvement Area #4 Annual Installments.

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify 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 Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, must send a written notice describing the error to the City no later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If an owner fails to give such notice, such owner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City 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 Property owner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act, unless stated otherwise herein or in the

Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan, or the application of same to an Assessed Property 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 thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose. In addition, the amendment and restatement to the Original SAP does not in any way affect the Assessment lien placed on the Assessed Property as part of the levy of Assessments for the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Area's #2-5 Improvements on November 10, 2015, the levy of Assessments for the Neighborhood Improvement Area #2 on August 28, 2018, the levy of Assessments for the Neighborhood Improvement Area #3 on September 10, 2019 or the initial levy of Assessments for the Neighborhood Improvement Area #4.

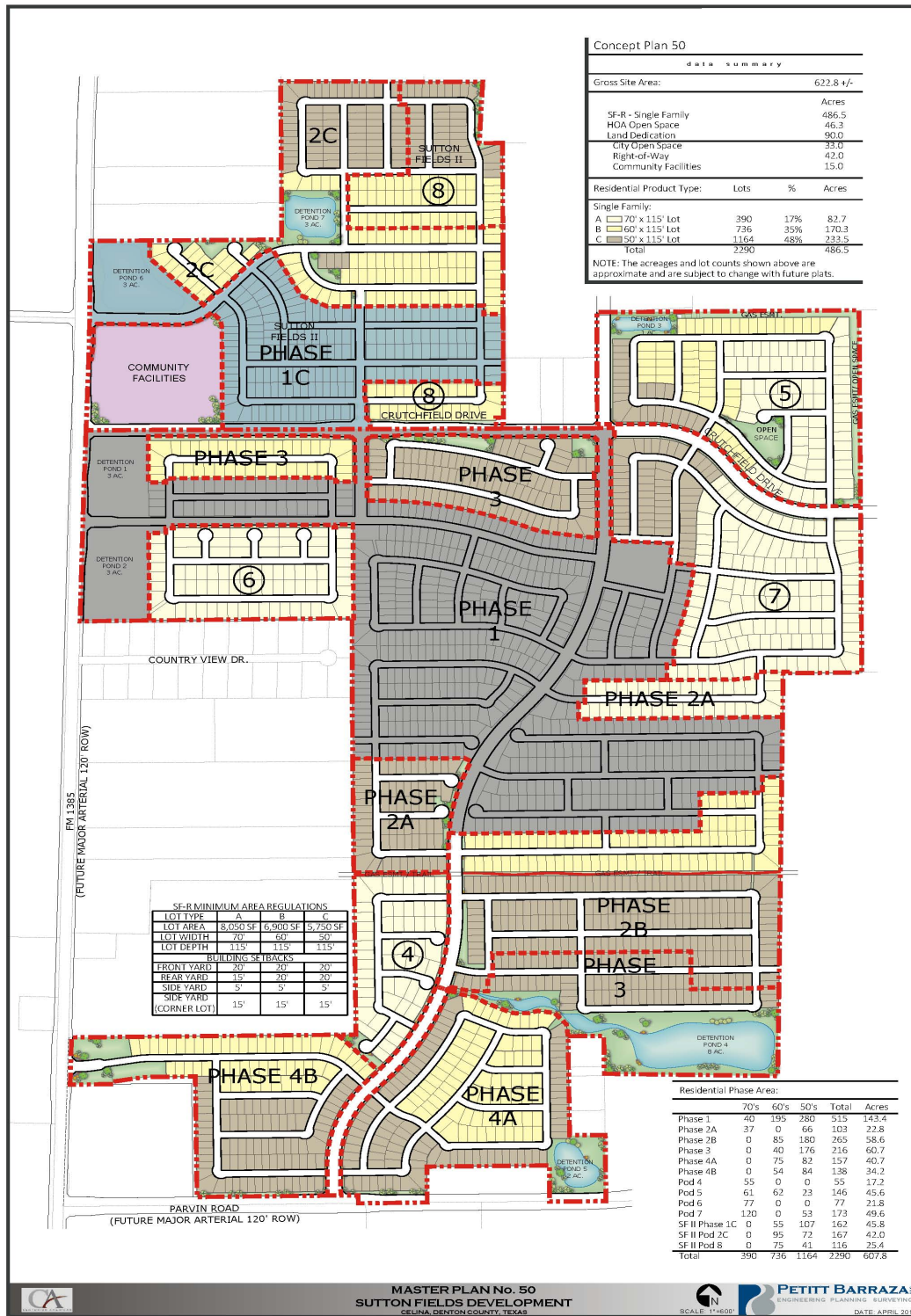
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the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

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APPENDIX A
UPDATED CONCEPT PLAN

APPENDIX A

Updated Concept Plan



Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

APPENDIX B
LEGAL DESCRIPTIONS OF PARCELS

APPENDIX B

Legal Description of Parcels

622.779 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT, all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a ½ inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, continuing with the east right-of-way line of FM No. 1385, a distance of 2.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°41'28" East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

THENCE North 00°48'41" East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a 1/2 inch iron rod found for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°34'28" East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°20'50" West, with a west line of said Denton County 128 Development LLC tract, a distance of 546.92 feet to a 5/8 inch iron rod found for corner;

THENCE North 00°25'58" West, with a west line of said Denton County 128 Development LLC tract, a distance of 553.08 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°04'10" East, with a west line of said Denton County 128 Development LLC tract, a distance of 73.78 feet to a 1/2 inch iron rod found for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a 3/8 inch iron rod found for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE South 89°47'07" East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a distance of 395.15 feet to a 1/2 inch iron rod found for corner;

THENCE South 02°54'24" West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°30'36" East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to 1/2 inch iron rod found for corner located at a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;

THENCE South 00°08'58" East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a 1/2 inch iron rod found for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No.

2013-94302, RPRDCT;

THENCE South 89°15'21" West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°56'04" East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°12'39" East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a 1/2 inch iron rod found for corner located on said most easterly east line of said

Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;

THENCE South 01°18'28" East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.08 feet to a 1/2 inch iron rod found for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005- 33384, RPRDCT, a distance of 627.96 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road and with the west line of the Amanda S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to

Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southeast corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cosper and Jackie Cosper recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cosper tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cosper tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITTRPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land.

Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

SUTTON FIELDS PHASE 2A
22.782 ACRES

TRACT 1

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT NUMBER 1411, IN THE CITY OF CELINA, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-15963, OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS (RPRDCT), AND PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE SOUTHWEST CORNER OF LOT 2, BLOCK N, OF SUTTON FIELDS PHASE 1A, AN ADDITION TO THE CITY OF CELINA ACCORDING TO FINAL PLAT RECORDED IN DOCUMENT NUMBER 2017-395, PLAT RECORDS, DENTON COUNTY, TEXAS (PRDCT), SAID IRON ROD ALSO BEING LOCATED IN THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LEE A. BROWN RECORDED IN DOCUMENT NUMBER 2003-122624 RPRDCT, ALSO BEING LOCATED IN THE WEST LINE OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NUMBER 2015-15963 RPRDCT;

THENCE NORTH 89°18'13" EAST WITH THE SOUTH LINE OF SAID SUTTON FIELDS PHASE 1A, A DISTANCE OF 129.75 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD ALSO BEING LOCATED IN THE WEST RIGHT-OF-WAY LINE OF CLEVES AVENUE (CALLED 50-FOOT RIGHT-OF-WAY);

THENCE SOUTH 00°41'47" EAST, CONTINUING WITH THE SOUTH LINE OF SAID SUTTON FIELDS PHASE 1A, AND SAID WEST RIGHT-OF-WAY LINE OF CLEVES AVENUE, A DISTANCE OF 5.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 89°18'13" EAST, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF CLEVES AVENUE, AND CONTINUING WITH THE SOUTH LINE OF SUTTON FIELDS PHASE 1A, A DISTANCE OF 619.40 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 63°21'49" EAST, CONTINUING WITH SAID SOUTH LINE OF SUTTON FIELDS PHASE 1A, A DISTANCE OF 51.22 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING LOCATED IN THE WESTERLY RIGHT-OF-WAY LINE OF BOTHWELL BOULEVARD, SAID RIGHT-OF-WAY ACCORDING TO THE RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, AN ADDITION TO THE CITY OF CELINA ACCORDING TO FINAL PLAT

RECORDED IN DOCUMENT NUMBER 2017-398, PRDCT, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, WITH SAID WEST RIGHT-OF-WAY LINE OF BOTHWELL BOULEVARD, AND WITH SAID CURVE TO THE LEFT WHICH HAS A CENTRAL ANGLE OF $21^{\circ}57'17''$, A RADIUS OF 1445.00 FEET, A CHORD THAT BEARS SOUTH $15^{\circ}39'33''$ WEST, A DISTANCE OF 550.31 FEET, FOR AN ARC DISTANCE OF 553.70 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD ALSO BEING A SOUTHWEST CORNER OF SAID RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1;

THENCE SOUTH $85^{\circ}19'22''$ EAST, WITH THE SOUTH LINE OF THE BOTHWELL BOULEVARD DEDICATION ACCORDING TO SAID RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, A DISTANCE OF 90.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING A SOUTHEAST CORNER OF SAID RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, THE SOUTHWEST CORNER OF SUTTON FIELDS PHASE 1B, AN ADDITION TO THE CITY OF CELINA ACCORDING TO FINAL PLAT RECORDED IN DOCUMENT NUMBER 2017-478, PRDCT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, AND WITH SAID CURVE TO THE LEFT WHICH HAS A CENTRAL ANGLE OF $05^{\circ}22'43''$, A RADIUS OF 1355.00 FEET, A CHORD THAT BEARS SOUTH $01^{\circ}59'34''$ WEST, A DISTANCE OF 127.16 FEET, FOR AN ARC DISTANCE OF 127.20 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER:

SOUTH $00^{\circ}41'47''$ EAST, A DISTANCE OF 177.23 FEET;

SOUTH $89^{\circ}43'30''$ WEST, A DISTANCE OF 90.00 FEET;

NORTH $00^{\circ}41'47''$ WEST, A DISTANCE OF 20.00 FEET;

AND SOUTH $89^{\circ}43'30''$ WEST, A DISTANCE OF 635.87 FEET, SAID IRON ROD BEING LOCATED IN THE WEST LINE OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, AND THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT II IN DEED TO TIMOTHY DAN CHESNEY AND MARGIE BETH CHESNEY RECORDED IN DOCUMENT NUMBER 94-R0036277, RPRDCT;

THENCE NORTH 00°41'47" WEST, WITH THE COMMON LINE OF SAID CADG SUTTON FIELDS, LLC AND SAID CHESNEY TRACT RECORDED IN DOCUMENT NUMBER 94-R0036277 RPRDCT, AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TIM CHESNEY AND MARGIE BETH CHESNEY RECORDED IN VOLUME 1209, PAGE 434, RPRDCT, A DISTANCE OF 344.97 FEET TO AN OLD WOOD CORNER POST FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-30387, RPRDCT, A SOUTHWEST CORNER OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-15963, RPRDCT, AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO JENNIFER S. DAHL AND RICHARD A. DAHL, RECORDED IN DOCUMENT NUMBER 2006-1961 RPRDCT, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 16°28'53" WEST, A DISTANCE OF 1.57 FEET;

THENCE NORTH 00°24'23" WEST, WITH A WEST LINE OF SAID CADG SUTTON FIELDS, LLC TRACT RECORDED IN DOCUMENT NO. 2015-15963, RPRDCT, AND THE EAST LINE OF SAID DAHL TRACT, A DISTANCE OF 498.94 TO THE POINT OF BEGINNING, AND CONTAINING 13.792 ACRES OF LAND.

TRACT 2

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT NUMBER 1411, THE CARROL JACKSON SURVEY, ABSTRACT NUMBER 1546, THE JACOB RUE SURVEY, ABSTRACT NUMBER 1109, AND THE THOMAS B. COX SURVEY, ABSTRACT NUMBER 309, IN THE CITY OF CELINA, DENTON COUNTY, TEXAS, AND BEING PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS TRACT 1, AND TRACT 4, IN DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-15963, OF THE REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS (RPRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE NORTHEAST CORNER OF LOT 5, BLOCK R, OF SUTTON FIELDS PHASE 1B, AN ADDITION TO THE CITY OF CELINA RECORDED IN DOCUMENT NUMBER 2017-478, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS (PRDCT), SAID IRON ROD ALSO BEING LOCATED ON A LINE DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED IN INSTRUMENT NUMBER 2005-122140, RPRDCT;

THENCE SOUTH 89°18'13" WEST, WITH A NORTH LINE OF SAID SUTTON FIELDS PHASE 1B, A DISTANCE OF 1367.16 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE SOUTHEAST CORNER OF LOT 55, BLOCK R, OF SAID SUTTON FIELDS PHASE 1B;

THENCE NORTH 00°23'16" WEST, WITH THE EAST LINE OF SAID LOT 55, BLOCK R, A DISTANCE OF 121.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE NORTHEAST CORNER OF SAID LOT 55, BLOCK R,

ALSO BEING LOCATED IN THE SOUTH RIGHT-OF-WAY LINE OF HIGHTOWER STREET (CALLED 50-FOOT RIGHT-OF-WAY);

THENCE NORTH 89°36'44" EAST, WITH SAID SOUTH RIGHT-OF-WAY LINE OF HIGHTOWER STREET, A DISTANCE OF 41.70 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 00°23'16" WEST, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 165.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE NORTHEAST CORNER OF LOT 11, BLOCK SSSS, OF SAID SUTTON FIELDS PHASE 1B, SAID IRON ROD ALSO BEING LOCATED IN THE SOUTH LINE OF LOT 8, BLOCK SSSS, OF SAID SUTTON FIELDS PHASE 1B;

THENCE NORTH 89°36'44" EAST, WITH THE SOUTH LINE OF SAID BLOCK SSSS, PASSING AT A DISTANCE OF 552.07 FEET A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND AT A SOUTHEAST CORNER OF SAID SUTTON FIELDS PHASE 1B, CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT 4, IN ALL, A TOTAL DISTANCE OF 1001.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT 4, THE FOLLOWING COURSES TO A 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER:

NORTH 84°18'02" EAST, A DISTANCE OF 152.84 FEET;

NORTH 00°23'16" WEST, A DISTANCE OF 41.64 FEET;

AND NORTH 89°36'44" EAST, A DISTANCE OF 178.60 FEET;

THENCE SOUTH 00°41'45" WEST, CONTINUING OVER AND ACROSS SAID CADG SUTTON FIELDS, LLC TRACT 4, PASSING AT A DISTANCE OF 12.21 FEET A 1/2-INCH IRON ROD FOUND AT AN INTERIOR "ELL" CORNER OF SAID TRACT 4, CONTINUING WITH SAID LINE DESCRIBED IN BOUNDARY LINE AGREEMENT, IN ALL, A TOTAL DISTANCE OF 335.04 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.990 ACRES OF LAND.

CONTAINING IN ALL (TRACT 1 AND TRACT 2), A TOTAL OF 22.782 ACRES OF LAND.

SUTTON FIELDS PHASE 2B
54.573 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT NUMBER 1411, THE CARROL JACKSON SURVEY, ABSTRACT NUMBER 1546, AND THE JACOB RUE SURVEY, ABSTRACT NUMBER 1109, IN DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBER 2015-30387, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS (RPRDCT), AND PART OF TRACT 1 AND TRACT 4 IN DEED TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBER 2015-15963, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE SOUTHWEST CORNER OF SUTTON FIELDS PHASE 1B, AN ADDITION TO THE CITY OF CELINA ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2017-478, PLAT RECORDS, DENTON COUNTY, TEXAS (PRDCT), SAID IRON ROD ALSO BEING THE SOUTHEAST CORNER OF A RIGHT-OF-WAY DEDICATION FOR BOTHWELL BOULEVARD ACCORDING TO THE RIGHTS-OF-WAY FOR SUTTON FIELDS PHASE 1, AN ADDITION TO THE CITY OF CELINA RECORDED IN DOCUMENT NUMBER 2017-398, PRDCT;

THENCE WITH THE SOUTH LINE OF SAID SUTTON FIELDS PHASE 1B, THE FOLLOWING BEARINGS AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" FOUND FOR CORNER:

NORTH 89°18'14" EAST, A DISTANCE OF 1596.19 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 280.00 FEET;

NORTH 89°18'13" EAST, A DISTANCE OF 420.00 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 105.00 FEET;

NORTH 44°18'13" EAST, A DISTANCE OF 14.14 FEET;

AND NORTH 89°18'13" EAST, A DISTANCE OF 120.62 FEET, SAID IRON ROD BEING LOCATED ON A LINE DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED IN INSTRUMENT NUMBER 2005-122140, RPRDCT;

THENCE SOUTH 00°41'45" WEST, WITH SAID BOUNDARY AGREEMENT LINE, A DISTANCE OF 1560.41 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE, DEPARTING THE WEST LINE OF SAID BOUNDARY AGREEMENT LINE, AND OVER AND ACROSS SAID CADG SUTTON FIELDS TRACTS, THE FOLLOWING

COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAP MARKED “PETITT-RPLS 4087” SET FOR CORNER:

SOUTH 89°18'13” WEST, A DISTANCE OF 128.64 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 25.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 50.00 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 20.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 410.00 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 280.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 710.00 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 20.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 50.00 FEET;

NORTH 00°41'47” WEST, A DISTANCE OF 20.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 570.00 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 115.00 FEET;

NORTH 89°18'13” EAST, A DISTANCE OF 20.50 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 50.00 FEET;

SOUTH 89°18'13” WEST, A DISTANCE OF 53.99 FEET;

SOUTH 00°41'47” EAST, A DISTANCE OF 115.00 FEET;

SOUTH 89°40'23” WEST, A DISTANCE OF 53.81 FEET;

NORTH 86°04'38” WEST, A DISTANCE OF 61.02 FEET;

NORTH 80°36'44” WEST, A DISTANCE OF 61.02 FEET;

NORTH 76°42'01” WEST, A DISTANCE OF 83.14 FEET;

NORTH 71°56'34" WEST, A DISTANCE OF 90.00 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE TO THE LEFT, WHICH HAS A
CENTRL ANGLE
OF 18°45'13", A RADIUS OF 1655.00 FEET, A CHORD THAT BEARS
NORTH 08°40'49" EAST, A DISTANCE OF 539.29 FEET, AND AN ARC
DISTANCE OF 541.70 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 77.93 FEET;

SOUTH 89°18'13" WEST, A DISTANCE OF 28.50 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 50.00 FEET;

NORTH 89°18'13" EAST, A DISTANCE OF 28.50 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 141.37 FEET;

NORTH 89°43'30" EAST, A DISTANCE OF 90.00 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 177.23 FEET, SAID IRON ROD
ALSO
BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

AND NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, WHICH
HAS A CENTRAL ANGLE OF 05°22'42", A RADIUS OF 1355.00 FEET, A
CHORD THAT BEARS NORTH 01°59'34" EAST, A DISTANCE OF 127.15
FEET, AND AN ARC DISTANCE OF 127.20 FEET TO THE POINT OF
BEGINNING, AND CONTAINING 54.573 ACRES OF LAND.

SUTTON FIELDS NORTH PHASE 2C

WHEREAS CADG Sutton Fields II, LLC is the owner of that certain tract of land situated in the Thomas H. McIntyre Survey, Abstract Number 903, in Denton County, Texas, according to deed recorded in Document Number 2015-128856, Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northeast corner of Lot 10X, Block L, according to the Final Plat of Sutton Fields North Phase 1, an addition to the City of Celina, Denton County, Texas, recorded in Document Number 2018-334, of the Plat Records of Denton County, Texas (PRDCT), from which a 1/2-inch iron rod found on the east right-of-way line of Farm to Market Road Number 1385 (variable width R.O.W.) bears South 89°33'57" West, a distance of 393.66 feet;

THENCE North 89°33'57" East, with the common north line of said CADG Sutton Fields II, LLC tract, and the south line of that certain tract of land described in deed to Munish Gupta and Anusha Gupta, recorded in Document Number 2013-84112, RPRDCT, a distance of 887.32 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Gupta tract;

THENCE North 00°21'49" West, with the we line of said CADG tract, a distance of 547.19 feet to a 5/8-inch iron rod with cap marked "J-E #3700) found for corner at the southeast corner of that certain tract of land described in deed to Jeff Hammer, recorded in Volume 2156, Page 762, RPRDCT;

THENCE North 00°25'32" West, with the common line of said CADG tract and Hammer tract, a distance of 553.05 feet to a 1/2-inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to SS Group LLC, recorded in Document Number 2016-42707, RPRDCT;

THENCE North 00°02'29" East, with the common line of said CADG tract and said SS Group LLC tract, a distance of 73.81 feet to a 1/2-inch iron rod found for corner at the northwest corner of said CADG tract and the southwest corner of that certain tract of land described in deed to Blue Angus Ranch LP, recorded in Instrument Number 2007-107216, RPRDCT;

THENCE South 89°46'58" East, with the common line of said CADG tract and said Blue Angus Ranch LP tract, a distance of 796.76 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner, from which a 3/8-inch iron rod found at the southeast corner of said Blue Angus Ranch LP tract bears South 89°47'08" East, a distance of 163.00 feet;

THENCE leaving said common line, over and across said CADG tract the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" set for corner:

South 00°18'36" East, a distance of 119.09 feet;

North 89°41'24" East, a distance of 85.00 feet;

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

South 00°18'36" East, a distance of 50.00 feet;
 South 89°41'24" West, a distance of 30.00 feet;
 South 00°18'36" East, a distance of 470.00 feet;
 North 89°41'24" East, a distance of 30.00 feet;
 South 00°18'36" East, a distance of 50.00 feet;
 South 89°41'24" West, a distance of 419.92 feet;
 South 44°41'24" West, a distance of 21.21 feet;
 South 00°18'36" East, a distance of 200.00 feet;
 South 45°18'36" East, a distance of 21.21 feet;
 North 89°41'24" East, a distance of 15.00 feet;
 South 00°18'36" East, a distance of 50.00 feet;
 South 89°41'24" West, a distance of 15.00 feet;
 South 44°41'24" West, a distance of 21.21 feet;
 South 00°18'36" East, a distance of 100.00 feet;
 North 89°41'24" East, a distance of 860.00 feet;
 North 00°18'36" West, a distance of 40.00 feet;
 North 89°41'24" East, a distance of 50.00 feet;
 South 00°18'36" East, a distance of 30.00 feet;

And North 89°41'24" East, a distance of 127.68 feet, said iron rod located on the common line of said CADG tract and that certain tract of land described in deed to Fashand Farm LTD., recorded in Document Number 2005-21653, RPRDCT;

THENCE South 00°09'07" East, with said common line, a distance of 653.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northeast corner of Lot 5, Block K, according to said Final Plat of Sutton Fields North Phase 1;

THENCE with the north line of said Sutton Fields North Phase 1, the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" found for corner:

South 89°41'24" West, a distance of 129.41 feet;

North 00°18'36" West, a distance of 83.00 feet;

South 89°41'24" West, a distance of 50.00 feet;

South 00°18'36" East, a distance of 20.00 feet;

South 89°41'24" West, a distance of 751.31 feet;

North 00°18'36" West, a distance of 20.00 feet;

South 89°41'24" West, a distance of 60.00 feet;

South 00°18'36" East, a distance of 20.00 feet;

South 89°41'24" West, a distance of 186.72 feet;

North 65°23'52" West, a distance of 197.00 feet;

And North 29°10'28" West, a distance of 333.82 feet, said iron rod located on the south right-of-way line of Bonar Road (called 60-foot wide R.O.W. at this point), and located at the beginning of a non-tangent curve to the right;

THENCE Northeasterly, with said curve which has a central angle of 2°16'34", a radius of 370.00 feet, a chord that bears North 69°47'08" East, a distance of 14.70 feet, and an arc length of 14.70 to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the easternmost corner of said Bonar Road right-of-way dedication;

THENCE North 19°04'35" West, with the east line of said Bonar Road right-of-way dedication, a distance of 60.00 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner at the northernmost corner of said Bonar Road right-of-way dedication, and at the beginning of a non-tangent curve to the left;

THENCE Southwesterly, with the north right-of-way line of said Bonar Road and said curve which has a central angle of 24°57'49", a radius of 430.00 feet, a chord that bears South 58°26'30" West, a distance of 185.87 feet, and an arc length of 187.35 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner;

THENCE continuing with the north right-of-way line of said Bonar Road, the following courses to 5/8-inch iron rods with cap marked "PETITT RPLS 4087" found for corner:

South 89°19'36" West, a distance of 21.45 feet;

North 46°18'23" West, a distance of 5.00 feet;

South 43°41'40" West, a distance of 50.00 feet;

South 46°18'23" East, a distance of 5.00 feet;

South 01°18'23" East, a distance of 21.22 feet;

South 43°41'40" West, a distance of 200.00 feet;

South 88°41'37" West, a distance of 21.21 feet;

North 46°18'23" West, a distance of 15.00 feet;

South 43°41'40" West, a distance of 50.00 feet;

South 46°18'23" East, a distance of 5.00 feet;

South 43°41'37" West, a distance of 82.73 feet, said iron rod located at the beginning of a tangent curve to the right;

And Southwesterly, with said curve which has a central angle of 4°02'44", a radius of 260.00 feet, a chord that bears South 45°42'58" West, a distance of 18.35 feet, and an arc length of 18.36 feet to the end of said curve, said point located at the southeast corner of said Lot 10X, Block L;

THENCE North 42°15'40" West, leaving said north right-of-way line, with the east line of said Lot 10X, a distance of 15.21 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner;

THENCE North 46°18'23" West, continuing with said east line, a distance of 485.24 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" found for corner;

THENCE North 00°12'44" West, continuing with said east line, a distance of 130.31 feet to the POINT OF BEGINNING of herein described tract and containing an area of 42.114 acres of land.

SUTTON FIELDS NORTH PHASE 4

34.245 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, in Denton County, Texas, and being part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, Real Property Records, Denton County, Texas (RPRDCT), and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and being a northeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468 (RPRDCT);

THENCE North 89°22'47" East, leaving the east right-of-way line of FM Road No. 1385, and with the north line of said Frisco Industrial Partners tract, and the south line of that certain tract of land described in deed to Anna Liz Hong, recorded in Document No. 2014-15601 (RPRDCT), a distance of 1786.40 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found at the northeast corner of said Frisco Industrial Partners tract bears North 89°22'47" East, a distance of 122.12 feet;

THENCE South 45°38'57" East, leaving the common line of said Frisco Industrial Partners tract and Anna Liz Hong tract, a distance of 378.83 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 44°21'03" West, a distance of 146.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being the beginning of a tangent curve to the left;

THENCE Southwesterly with said curve to the left, which has a central angle of 45°04'06", a radius of 845.00 feet, a chord which bears South 21°49'00" West for 647.67 feet, and an arc distance of 664.67 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°43'03" East, a distance of 221.13 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located in the north line of said City of Celina, Texas tract recorded in Document No. 2008-62468 (RPRDCT);

THENCE South 89°18'56" West, with a north line of said City of Celina, Texas tract (Parvin Road), a distance of 901.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being a southwest corner of that certain tract of land described in deed to CADG Sutton Fields, LLC recorded in Document No. 2015-30204, RPRDCT;

THENCE North 00°41'04" West, leaving said north line of the City of Celina, Texas tract, and with a west line of said CADG Sutton Fields, LLC tract, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a south line of said CADG Sutton Fields, LLC tract, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and said east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to the POINT OF BEGINNING, and containing 34.245 acres of land.

APPENDIX C
ASSESSMENT PER UNIT

APPENDIX C
Assessment Per Unit

The Assessment per Unit for NIA #1, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-1 below.

Table C-1
Assessment Per Unit – NIA #1

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (Per Original SAP)	% of Total Buildout Value	Total Assessments Allocated	Assessment per Unit
A	70	40	\$14,700,000	9.05%	\$1,046,634	\$26,166
B	60	195	\$63,940,500	39.38%	\$4,552,537	\$23,346
C	50	280	\$83,720,000	51.56%	\$5,960,829	\$21,289
Total		515	\$162,360,500		\$11,560,000	

The Assessment per Unit for NIA #2, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-2 below.

Table C-2
Assessment Per Unit – NIA #2

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total Assessments Allocated	Assessment per Unit - NIA #2	Assessment per Unit - NIA #2-5^(a)	Combined Assessment per Unit - NIA #2
A	70	-	-	-	-	-	-	-
B	60	55	\$18,034,500	36.05%	\$686,737	\$12,486	\$9,929	\$22,415
C	50	107	\$31,993,000	63.95%	\$1,218,263	\$11,386	\$9,929	\$21,315
Total		162	\$50,027,500		\$1,905,000			

^(a) Represents initial Assessment per Unit per the Original SAP.

The Assessment per Unit for NIA #3, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-3 on the following page.

Table C-3
Assessment Per Unit – NIA #3

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total Assessments Allocated	Assessment per Unit - NIA #3	Assessment per Unit - NIA #2-5 ^(a)	Combined Assessment per Unit - NIA #3
A	70	37	\$13,597,500	11.82%	\$526,059	\$14,218	\$9,929	\$24,147
B	60	85	\$27,871,500	24.23%	\$1,078,290	\$12,686	\$9,929	\$22,615
C	50	246	\$73,554,000	63.95%	\$2,845,651	\$11,568	\$9,929	\$21,497
Total		368	\$115,023,000		\$4,450,000			

^(a) Represents initial Assessment per Unit per the Original SAP.

The Assessment per Unit for NIA #4, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-4 below.

Table C-4
Assessment Per Unit – NIA #4

Lot Type	Lot Size	No. of Units	Total Estimated Buildout Value (per Original SAP)	% of Total Buildout Value	Total Assessments Allocated	Assessment per Unit - NIA #4	Assessment per Unit - NIA #2-5 ^(a)	Combined Assessment per Unit - NIA #4
A	70	-	-	-	-	-	-	-
B	60	149	\$48,857,100	51.16%	\$2,046,347	\$13,734	\$9,929	\$23,663
C	50	156	\$46,644,000	48.84%	\$1,953,653	\$12,523	\$9,929	\$22,452
Total		305	\$95,501,100		\$4,000,000			

^(a) Represents initial Assessment per Unit per the Original SAP.

APPENDIX D
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

Appendix D
Neighborhood Improvement Area #1 Assessment Roll

**Parcel(s)
Assessment**

**Various
\$11,560,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
9/1/2016	\$0	\$609,951	\$609,951	\$30,000	\$23,120	\$34,680	\$0	(\$609,951)	\$87,8
9/1/2017	\$0	\$838,100	\$838,100	\$30,600	\$23,120	\$34,680	\$0	(\$838,100)	\$88,4
9/1/2018	\$140,000	\$838,100	\$978,100	\$61,212	\$23,120	\$34,680	\$0	\$0	\$1,097,1
9/1/2019	\$150,000	\$827,950	\$977,950	\$62,436	\$22,840	\$34,260	\$0	\$0	\$1,097,4
9/1/2020	\$160,000	\$817,075	\$977,075	\$63,685	\$22,540	\$33,810	\$0	\$0	\$1,097,1
9/1/2021	\$170,000	\$805,475	\$975,475	\$64,959	\$22,220	\$33,330	\$0	\$0	\$1,095,9
9/1/2022	\$180,000	\$793,150	\$973,150	\$66,258	\$21,880	\$32,820	\$0	\$0	\$1,094,1
9/1/2023	\$195,000	\$780,100	\$975,100	\$67,583	\$2,560	\$51,240	\$0	\$0	\$1,096,4
9/1/2024	\$210,000	\$765,963	\$975,963	\$68,935	\$0	\$52,825	\$0	\$0	\$1,097,7
9/1/2025	\$225,000	\$750,738	\$975,738	\$70,313	\$0	\$51,775	\$0	\$0	\$1,097,8
9/1/2026	\$240,000	\$734,425	\$974,425	\$71,720	\$0	\$11,100	\$0	\$0	\$1,057,2
9/1/2027	\$260,000	\$717,025	\$977,025	\$73,154	\$0	\$0	\$0	\$0	\$1,050,1
9/1/2028	\$275,000	\$698,175	\$973,175	\$74,617	\$0	\$0	\$0	\$0	\$1,047,7
9/1/2029	\$295,000	\$678,238	\$973,238	\$76,109	\$0	\$0	\$0	\$0	\$1,049,3
9/1/2030	\$320,000	\$656,850	\$976,850	\$77,632	\$0	\$0	\$0	\$0	\$1,054,4
9/1/2031	\$340,000	\$633,650	\$973,650	\$79,184	\$0	\$0	\$0	\$0	\$1,052,8
9/1/2032	\$365,000	\$609,000	\$974,000	\$80,768	\$0	\$0	\$0	\$0	\$1,054,7
9/1/2033	\$395,000	\$582,538	\$977,538	\$82,383	\$0	\$0	\$0	\$0	\$1,059,9
9/1/2034	\$420,000	\$553,900	\$973,900	\$84,031	\$0	\$0	\$0	\$0	\$1,057,9
9/1/2035	\$450,000	\$523,450	\$973,450	\$85,712	\$0	\$0	\$0	\$0	\$1,059,1
9/1/2036	\$485,000	\$490,825	\$975,825	\$87,426	\$0	\$0	\$0	\$0	\$1,063,2
9/1/2037	\$520,000	\$455,663	\$975,663	\$89,174	\$0	\$0	\$0	\$0	\$1,064,8
9/1/2038	\$555,000	\$417,963	\$972,963	\$90,958	\$0	\$0	\$0	\$0	\$1,063,9
9/1/2039	\$600,000	\$377,725	\$977,725	\$92,777	\$0	\$0	\$0	\$0	\$1,070,5
9/1/2040	\$640,000	\$334,225	\$974,225	\$94,633	\$0	\$0	\$0	\$0	\$1,068,8
9/1/2041	\$685,000	\$287,825	\$972,825	\$96,525	\$0	\$0	\$0	\$0	\$1,069,3
9/1/2042	\$735,000	\$238,163	\$973,163	\$98,456	\$0	\$0	\$0	\$0	\$1,071,6
9/1/2043	\$790,000	\$184,875	\$974,875	\$100,425	\$0	\$0	\$0	\$0	\$1,075,3
9/1/2044	\$850,000	\$127,600	\$977,600	\$102,433	\$0	\$0	\$0	\$0	\$1,080,0
9/1/2045	\$910,000	\$65,975	\$975,975	\$104,482	\$0	\$0	(\$978,100)	\$0	\$102,3
Totals	\$11,560,000	\$17,194,688	\$28,754,688	\$2,328,580	\$161,400	\$405,200	(\$978,100)	(\$1,448,051)	\$29,223,7

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st

(b) Interest rate is 7.25%

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

APPENDIX E
NEIGHBORHOOD IMPROVEMENT AREAS #2-5 ASSESSMENT ROLL

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

Appendix E
Neighborhood Improvement Areas #2-5 Assessment Roll

Parcel(s)
Assessment

Various
\$16,825,000

Year (a)	Principal	Interest (b)	Total Debt Service	Admin Expenses (c)	Prepayment Reserve	Delinquency Reserve	Transfer to DSRF	Less: DSRF Credit	Less: Capitalized Interest	Ann Install	
9/1/2016	\$0	\$1,010,201	\$1,010,201	\$30,000	\$0	\$0	\$84,125	\$0	(\$1,010,201)	\$11	5
9/1/2017	\$0	\$1,388,063	\$1,388,063	\$30,600	\$0	\$0	\$84,125	\$0	(\$1,388,063)	\$11	5
9/1/2018	\$0	\$1,388,063	\$1,388,063	\$31,212	\$0	\$0	\$84,125	\$0	\$0	\$1,50	0
9/1/2019	\$295,000	\$1,388,063	\$1,683,063	\$31,836	\$33,650	\$50,475	\$0	\$0	\$0	\$1,79	4
9/1/2020	\$320,000	\$1,363,725	\$1,683,725	\$32,473	\$33,060	\$49,590	\$0	\$0	\$0	\$1,79	8
9/1/2021	\$345,000	\$1,337,325	\$1,682,325	\$33,122	\$32,420	\$48,630	\$0	\$0	\$0	\$1,79	7
9/1/2022	\$375,000	\$1,308,863	\$1,683,863	\$33,785	\$31,730	\$47,595	\$0	\$0	\$0	\$1,79	3
9/1/2023	\$405,000	\$1,277,925	\$1,682,925	\$34,461	\$30,980	\$46,470	\$0	\$0	\$0	\$1,79	6
9/1/2024	\$435,000	\$1,244,513	\$1,679,513	\$35,150	\$30,170	\$45,255	\$0	\$0	\$0	\$1,79	8
9/1/2025	\$475,000	\$1,208,625	\$1,683,625	\$35,853	\$29,300	\$43,950	\$0	\$0	\$0	\$1,79	8
9/1/2026	\$510,000	\$1,169,438	\$1,679,438	\$36,570	\$28,350	\$42,525	\$0	\$0	\$0	\$1,78	3
9/1/2027	\$555,000	\$1,127,363	\$1,682,363	\$37,301	\$2,715	\$65,610	\$0	\$0	\$0	\$1,78	9
9/1/2028	\$600,000	\$1,081,575	\$1,681,575	\$38,047	\$0	\$65,550	\$0	\$0	\$0	\$1,78	2
9/1/2029	\$650,000	\$1,032,075	\$1,682,075	\$38,808	\$0	\$62,550	\$0	\$0	\$0	\$1,78	3
9/1/2030	\$705,000	\$978,450	\$1,683,450	\$39,584	\$0	\$59,300	\$0	\$0	\$0	\$1,78	4
9/1/2031	\$760,000	\$920,288	\$1,680,288	\$40,376	\$0	\$45,500	\$0	\$0	\$0	\$1,76	4
9/1/2032	\$825,000	\$857,588	\$1,682,588	\$41,184	\$0	\$0	\$0	\$0	\$0	\$1,72	2
9/1/2033	\$890,000	\$789,525	\$1,679,525	\$42,007	\$0	\$0	\$0	\$0	\$0	\$1,72	2
9/1/2034	\$965,000	\$716,100	\$1,681,100	\$42,847	\$0	\$0	\$0	\$0	\$0	\$1,72	7
9/1/2035	\$1,045,000	\$636,488	\$1,681,488	\$43,704	\$0	\$0	\$0	\$0	\$0	\$1,72	2
9/1/2036	\$1,130,000	\$550,275	\$1,680,275	\$44,578	\$0	\$0	\$0	\$0	\$0	\$1,72	3
9/1/2037	\$1,225,000	\$457,050	\$1,682,050	\$45,470	\$0	\$0	\$0	\$0	\$0	\$1,72	0
9/1/2038	\$1,325,000	\$355,988	\$1,680,988	\$46,379	\$0	\$0	\$0	\$0	\$0	\$1,72	7
9/1/2039	\$1,435,000	\$246,675	\$1,681,675	\$47,307	\$0	\$0	\$0	\$0	\$0	\$1,72	2
9/1/2040	\$1,555,000	\$128,288	\$1,683,288	\$48,253	\$0	\$0	\$0	(\$1,683,863)	\$0	\$4	8
Total	\$16,825,000	\$23,962,526	\$40,787,526	\$960,909	\$252,375	\$673,000	\$252,375	(\$1,683,863)	(\$2,398,264)	\$38,84	8

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st

(b) Interest rate is 8.25%

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

APPENDIX F
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

Appendix F
Neighborhood Improvement Area #2 Assessment Roll

Parcel(s)
Assessment

134236
\$1,905,000

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Annual Installment (d)
9/1/2020	\$0	\$119,063	\$119,063	\$25,500	\$0	\$144,563
9/1/2021	\$5,000	\$80,831	\$85,831	\$20,096	\$8,350	\$114,277
9/1/2022	\$5,000	\$80,625	\$85,625	\$20,498	\$8,325	\$114,448
9/1/2023	\$5,000	\$80,419	\$85,419	\$20,908	\$8,300	\$114,627
9/1/2024	\$5,000	\$80,213	\$85,213	\$21,326	\$8,275	\$114,814
9/1/2025	\$5,000	\$80,006	\$85,006	\$21,753	\$8,250	\$115,009
9/1/2026	\$5,000	\$79,800	\$84,800	\$22,188	\$8,225	\$115,213
9/1/2027	\$5,000	\$79,594	\$84,594	\$22,631	\$8,200	\$115,425
9/1/2028	\$5,000	\$79,388	\$84,388	\$23,084	\$8,175	\$115,647
9/1/2029	\$5,000	\$79,181	\$84,181	\$23,546	\$8,150	\$115,877
9/1/2030	\$5,000	\$78,975	\$83,975	\$24,017	\$8,125	\$116,117
9/1/2031	\$5,000	\$78,769	\$83,769	\$24,497	\$8,100	\$116,366
9/1/2032	\$5,000	\$78,563	\$83,563	\$24,987	\$8,075	\$116,625
9/1/2033	\$5,000	\$78,356	\$83,356	\$25,487	\$8,050	\$116,893
9/1/2034	\$5,000	\$78,150	\$83,150	\$25,996	\$8,025	\$117,171
9/1/2035	\$5,000	\$77,944	\$82,944	\$26,516	\$8,000	\$117,460
9/1/2036	\$5,000	\$77,738	\$82,738	\$27,047	\$7,975	\$117,760
9/1/2037	\$5,000	\$77,531	\$82,531	\$27,588	\$7,950	\$118,069
9/1/2038	\$10,000	\$77,325	\$87,325	\$28,139	\$7,925	\$123,389
9/1/2039	\$10,000	\$76,913	\$86,913	\$28,702	\$7,875	\$123,490
9/1/2040	\$10,000	\$76,500	\$86,500	\$29,276	\$7,825	\$123,601
9/1/2041	\$165,000	\$76,075	\$241,075	\$29,862	\$7,775	\$278,712
9/1/2042	\$175,000	\$69,063	\$244,063	\$30,459	\$6,950	\$281,472
9/1/2043	\$180,000	\$61,625	\$241,625	\$31,068	\$6,075	\$278,768
9/1/2044	\$190,000	\$53,975	\$243,975	\$31,689	\$5,175	\$280,839
9/1/2045	\$200,000	\$45,900	\$245,900	\$32,323	\$4,225	\$282,448
9/1/2046	\$205,000	\$37,400	\$242,400	\$32,970	\$3,225	\$278,595
9/1/2047	\$215,000	\$28,688	\$243,688	\$33,629	\$2,200	\$279,517
9/1/2048	\$225,000	\$19,550	\$244,550	\$34,302	\$1,125	\$279,977
9/1/2049	\$235,000	\$9,988	\$244,988	\$34,988	\$2,300	\$282,276
Total	\$1,905,000	\$2,098,144	\$4,003,144	\$805,072	\$201,225	\$5,009,441

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st

(b) Interest rate is 4.125% through 2039 and 4.250% thereafter.

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

(d) The 9/1/2020 Annual Installments were calculated and billed under the Neighborhood Improvement Area #2 Reimbursement Agreement.

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

APPENDIX G
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

Appendix G
Neighborhood Improvement Area #3 Assessment Roll

Parcel(s)
Assessment

52810, 52744, 52760, 52721
\$4,450,000

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Annual Installment (d)
9/1/2020	\$0	\$171,967	\$171,967	\$25,000	\$0	\$196,967
9/1/2021	\$0	\$188,744	\$188,744	\$35,000	\$22,250	\$245,994
9/1/2022	\$15,000	\$188,744	\$203,744	\$35,700	\$22,250	\$261,694
9/1/2023	\$15,000	\$188,125	\$203,125	\$36,414	\$22,175	\$261,714
9/1/2024	\$15,000	\$187,506	\$202,506	\$37,142	\$22,100	\$261,749
9/1/2025	\$15,000	\$186,888	\$201,888	\$37,885	\$22,025	\$261,798
9/1/2026	\$15,000	\$186,269	\$201,269	\$38,643	\$21,950	\$261,862
9/1/2027	\$15,000	\$185,650	\$200,650	\$39,416	\$21,875	\$261,941
9/1/2028	\$15,000	\$185,031	\$200,031	\$40,204	\$21,800	\$262,035
9/1/2029	\$15,000	\$184,413	\$199,413	\$41,008	\$21,725	\$262,146
9/1/2030	\$15,000	\$183,794	\$198,794	\$41,828	\$21,650	\$262,272
9/1/2031	\$15,000	\$183,175	\$198,175	\$42,665	\$21,575	\$262,415
9/1/2032	\$15,000	\$182,556	\$197,556	\$43,518	\$21,500	\$262,574
9/1/2033	\$20,000	\$181,938	\$201,938	\$44,388	\$21,425	\$267,751
9/1/2034	\$20,000	\$181,113	\$201,113	\$45,276	\$21,325	\$267,714
9/1/2035	\$20,000	\$180,288	\$200,288	\$46,182	\$21,225	\$267,694
9/1/2036	\$20,000	\$179,463	\$199,463	\$47,105	\$21,125	\$267,693
9/1/2037	\$20,000	\$178,638	\$198,638	\$48,047	\$21,025	\$267,710
9/1/2038	\$20,000	\$177,813	\$197,813	\$49,008	\$20,925	\$267,746
9/1/2039	\$20,000	\$176,988	\$196,988	\$49,989	\$20,825	\$267,801
9/1/2040	\$25,000	\$176,163	\$201,163	\$50,988	\$20,725	\$272,876
9/1/2041	\$385,000	\$175,100	\$560,100	\$52,008	\$20,600	\$632,708
9/1/2042	\$400,000	\$158,738	\$558,738	\$53,048	\$18,675	\$630,461
9/1/2043	\$415,000	\$141,738	\$556,738	\$54,109	\$16,675	\$627,522
9/1/2044	\$435,000	\$124,100	\$559,100	\$55,191	\$14,600	\$628,891
9/1/2045	\$455,000	\$105,613	\$560,613	\$56,295	\$12,425	\$629,333
9/1/2046	\$475,000	\$86,275	\$561,275	\$57,421	\$10,150	\$628,846
9/1/2047	\$495,000	\$66,088	\$561,088	\$58,570	\$7,775	\$627,432
9/1/2048	\$520,000	\$45,050	\$565,050	\$59,741	\$5,300	\$630,091
9/1/2049	\$540,000	\$22,950	\$562,950	\$60,936	\$2,700	\$626,586
Total	\$4,450,000	\$4,760,910	\$9,210,910	\$1,382,728	\$540,375	\$11,134,014

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st

(b) Interest rate is 4.125% through 2039 and 4.250% thereafter.

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

(d) Does not include capitalized interest.

APPENDIX H
**PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #4 PROPOSED
ASSESSMENT ROLL**

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)

Appendix H
Proposed Neighborhood Improvement Area #4 Assessment Roll

Parcel(s)
Assessment

\$4,000,000

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Annual Installment
1	\$0	\$200,000	\$200,000	\$25,000	\$225,000
2	\$5,000	\$200,000	\$205,000	\$35,000	\$240,000
3	\$5,000	\$199,750	\$204,750	\$35,700	\$240,450
4	\$10,000	\$199,500	\$209,500	\$36,414	\$245,914
5	\$10,000	\$199,000	\$209,000	\$37,142	\$246,142
6	\$10,000	\$198,500	\$208,500	\$37,885	\$246,385
7	\$10,000	\$198,000	\$208,000	\$38,643	\$246,643
8	\$10,000	\$197,500	\$207,500	\$39,416	\$246,916
9	\$10,000	\$197,000	\$207,000	\$40,204	\$247,204
10	\$10,000	\$196,500	\$206,500	\$41,008	\$247,508
11	\$15,000	\$196,000	\$211,000	\$41,828	\$252,828
12	\$15,000	\$195,250	\$210,250	\$42,665	\$252,915
13	\$15,000	\$194,500	\$209,500	\$43,518	\$253,018
14	\$15,000	\$193,750	\$208,750	\$44,388	\$253,138
15	\$15,000	\$193,000	\$208,000	\$45,276	\$253,276
16	\$15,000	\$192,250	\$207,250	\$46,182	\$253,432
17	\$20,000	\$191,500	\$211,500	\$47,105	\$258,605
18	\$20,000	\$190,500	\$210,500	\$48,047	\$258,547
19	\$20,000	\$189,500	\$209,500	\$49,008	\$258,508
20	\$20,000	\$188,500	\$208,500	\$49,989	\$258,489
21	\$280,000	\$187,500	\$467,500	\$50,988	\$518,488
22	\$295,000	\$173,500	\$468,500	\$52,008	\$520,508
23	\$315,000	\$158,750	\$473,750	\$53,048	\$526,798
24	\$335,000	\$143,000	\$478,000	\$54,109	\$532,109
25	\$360,000	\$126,250	\$486,250	\$55,191	\$541,441
26	\$380,000	\$108,250	\$488,250	\$56,295	\$544,545
27	\$405,000	\$89,250	\$494,250	\$57,421	\$551,671
28	\$430,000	\$69,000	\$499,000	\$58,570	\$557,570
29	\$460,000	\$47,500	\$507,500	\$59,741	\$567,241
30	\$490,000	\$24,500	\$514,500	\$60,936	\$575,436
\$4,000,000	\$5,038,000	\$9,038,000	\$1,382,728	\$10,420,728	

(a) The 9/1/XX dates represent the assessment year end, and the installments are due on the immediately prior January 31st

(b) Interest rate is estimated at 5%.

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Attachment: Ordinance (Sutton Fields NIA#4- PID Levy)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Karla Stovall, Assistant City Manager
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re: Small Business Assistance Fund Phase 2 COVID-19

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, updating the Small Business Assistance Program to provide for Phase 2 immediate, short-term financial aid to qualified small businesses in the City of Celina; providing Phase 2 program and application eligibility criteria and other requirements; delegating authority to the City Manager to administer the program; and providing for an effective date. (Stovall)

Background Information:

The City Council recognized the economic strain the COVID-19 pandemic is causing its local businesses, and established a stimulus program from the CARES Act funding from the Inter-local Cooperation Agreement with Collin County in order to provide limited financial assistance to small businesses located within the city limits.

The Small Business Assistance Program was approved on May 26th by Council Resolution 2020-35(R). The first phase of the program is in its final stages of disbursement and the committee is requesting a second phase of the program. The second phase proposes to revise the eligibility criteria and the list of business exclusions. Please reference Exhibit A for the revised program guidelines.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City has previously appropriated up to a sum of \$250,000 into a separate operating fund for the Covid-19 funding received from Collin County.

Legal Review:

N/A

Supporting Documents:

Resolution 2020-xxR
Exhibit A

Staff Recommendation:

RESOLUTION NO. 2020-XX(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, UPDATING THE SMALL BUSINESS ASSISTANCE PROGRAM TO PROVIDE FOR PHASE 2 IMMEDIATE, SHORT-TERM FINANCIAL AID TO QUALIFIED SMALL BUSINESSES IN THE CITY OF CELINA; PROVIDING PHASE 2 PROGRAM AND APPLICATION ELIGIBILITY CRITERIA AND OTHER REQUIREMENTS; DELEGATING AUTHORITY TO THE CITY MANAGER TO ADMINISTER THE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas is a municipality operating under a home-rule charter (the “City”); and

WHEREAS, in December 2019, a novel coronavirus, now designated SARS-Co V2 which causes the disease COVID-19, was detected in Wuhan, China; and

WHEREAS, President Donald J. Trump declared a State of National Emergency for the United States of America on March 13, 2020 in response to the spread of COVID-19; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a statewide public health disaster; and

WHEREAS, on March 16, 2020, Mayor Sean Terry issued a declaration of local disaster for public health emergency for the City and such declaration was extended by the City Council; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was passed by Congress and signed into law by President Trump; and

WHEREAS, on April 22, 2020, the US Treasury established the Coronavirus Relief Fund added by section 5001 of the CARES Act; and

WHEREAS, on May 11, 2020, the Collin County Commissioners court took the first steps to distribute the CARES Act funds and adopted the ‘Collin Cares’ recovery plan which provides funding for cities’ COVID-19 costs and business recovery efforts; and

WHEREAS, on May 26, 2020, the City approved an Interlocal Cooperation Agreement between the City and Collin County to provide for the distribution of CARES Act funds; and

WHEREAS, on May 26, 2020, the City approved Resolution 2020-35(R) establishing a Small Business Assistance Program with the funds received from Collin County CARES Act Funds; and

WHEREAS, on June 1, 2020, the City commenced Phase 1 of the Small Business Assistance Program which accepted applications for a 14-day period.

WHEREAS, the COVID-19 pandemic has caused closures of and limitations on local businesses; and

WHEREAS, Chapter 380 of the Texas Local Government Code allows municipalities to establish economic development programs for making grants of public money to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council of the City recognizes the economic strain the COVID-19 pandemic is causing its local businesses, and desires to establish a stimulus program from the CARES Act funding from the Interlocal Cooperation Agreement with Collin County in order to provide limited financial assistance to small businesses located within the city limits; and

WHEREAS, the City Council finds that establishing this program pursuant to Chapter 380 of the Texas Local Government Code and awarding grants to qualified small businesses will serve the public health, safety and welfare of the City; and

WHEREAS, the guidelines and criteria for Phase 2 of this program are set forth in the attached Exhibit A.

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

SECTION 1. That the City hereby establishes and provides for the administration of a small business assistance program pursuant to Chapter 380 of the Texas Local Government Code to provide immediate, short-term financial assistance in the form of grants to qualified businesses located within the city limits of the City and within Collin County.

SECTION 2. That the guidelines and criteria set forth in Exhibit A, which is attached hereto and incorporated herein, shall establish program and application requirements and determine a business's eligibility to receive financial assistance under the program. The City Manager may establish additional rules or requirements necessary to comply with all applicable law.

SECTION 3. That the City Manager of the City of Celina, Texas is directed to administer the small business assistance program and is authorized to make grants that comply with the program requirements, as set forth herein, and is authorized to take any and all other actions he deems necessary to administer the program consistent with the program requirements set forth herein. A five-member committee consisting of a representative from the City Manager's office, the City of Celina Community Relation's office, and the City of Celina Economic Development Corporation will verify the complete and eligible application prior to the issuance of financial assistance and make recommendations to the City Manager.

SECTION 4. That the City has previously appropriated the sum up to of \$250,000 in a separate operating fund of the City to establish the small business assistance program. There is funding remaining from the Phase 1 program and therefore, the City will expand the program to a Phase 2. The eligibility criteria and businesses listed as excluded from the phase 1 program have been revised and are reflected in Exhibit A. Each qualified business is eligible to receive a one-time grant up to \$25,000 if funding is available.

SECTION 5. That this Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CELINA, TEXAS, ON THIS THE 14TH DAY OF JULY 2020.**

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

EXHIBIT A**ELIGIBILITY CRITERIA:**

Each qualified small business:

1. Be a physical, publicly accessible location within the City of Celina city limits and located with Collin County.
2. Show proof of ownership of business.
3. Must be in good standing with the City of Celina with respect to taxes, fees, utility payments and other financial obligations to the City.
4. Must have a current or anticipated revenue decline beginning March 1, 2020 resulting from COVID-19 impacts.
5. Must be a local, independent business responsible for all revenues and expenses.
6. Must have sustained a financial loss as a result of the COVID-19 pandemic and be able to provide sufficient documentation to evidence a business loss or gross revenue decline.
7. Be authorized to do business in Texas and listed as “in existence” with the Secretary of State of Texas or provide a schedule C from their most recent tax return.
8. Be current with property tax and sales and use tax payments.
9. Must at all times be in compliance with all ordinances of the City of Celina unless waived by the City or its designee in writing.
10. Must sign and agree to conditions of a Chapter 380 performance agreement with the City prior to the release of funds to the small business.
11. Provide proof of the use of grant funds upon request by October 31, 2020 or as extended in writing by the City Manager.

EXCLUSIONS:

1. A business is ineligible if it has received assistance from the Paycheck Protection Program or an Economic Injury Disaster Loan.
2. An eligible franchise must be responsible on a local level for all revenue and expenses of the business.
3. A business is ineligible if it has 51 or more employees.
4. Businesses or Business owner(s) which have outstanding financial obligations to the City of Celina unless forgiven or suspended by the City or its designee in writing.

5. The following businesses:
Home-based businesses or those located within residential districts; Tobacco, vape and CBD stores; Banks, lending and financial institutions; and Multi-level Marketing businesses.

DESCRIPTION OF GRANT:

Each qualified applicant is eligible for a grant up to \$25,000 for a business with less than 50 employees. Applicants must show proof of a financial loss as a result of the COVID-19 pandemic.

APPLICATION PROCESS:

Applicants may apply online at www.celina-tx.gov. Grants will be awarded until approved funding is exhausted or the grant program is ended by the City Council, whichever occurs first. Applications will only be accepted during a 14-day period beginning on August 3, 2020 and ending on August 16, 2020. The City Council reserves the right to modify, amend or terminate the program and/or the program requirements at any time. The City Manager is authorized to take any and all actions he deems necessary to administer the program consistent with the program requirements as approved by the City Council. Continued funding of this grant program is not guaranteed.

REQUIRED DOCUMENTATION:

1. Completed application form. The eligible business must be the applicant, but the application form must be signed by an authorized agent of the eligible business.
2. Documents sufficient to evidence a business loss, or other evidence of gross revenue decline beginning March 13, 2020. For example, a profit and loss statement from the same period last year and a profit and loss statement for this year is acceptable.
3. IRS Form 941.
4. If federal aid has been received, documents sufficient to evidence receipt of federal aid related to the COVID-19 disaster.
5. Other information, documentation or clarification as required by City staff administering the program.
6. Provide proof of ownership and provide documentation that they are authorized to do business in the State of Texas and listed as “in existence” with the Secretary of State of Texas or provide the schedule C from their most recent tax return.
7. An eligible business receiving a grant will be required to execute a Chapter 380 Economic Development Agreement with the City of Celina.

PUBLIC DISCLOSURE OF APPLICATIONS AND SUPPORTING DOCUMENTS:

By submitting an application under the program, the applicant consents to submitting all required or supporting documentation and information to the City of Celina and to the public disclosure of such documentation and information by the City of Celina in response to any request submitted pursuant to the Texas Public Information Act and/or other applicable law.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: July 14, 2020
 Re: 20-05 Annexation Resolution

Action Requested:

Consider and act upon a resolution of intent to annex approximately 700 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-05 Annexation Resolution) (Mohan)

- 1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
- 2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
- 3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
- 4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
- 5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
- 6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
- 7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,
- 8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
- 9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County,

Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,

10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,

11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,

12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,

13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,

14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,

15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,

16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,

17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,

18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,

19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

Background Information:

In alignment with the City's growth strategies and per the direction from Celina's City Council, the purpose of this resolution is relating to the intent to annex certain properties.

Below is the anticipated annexation schedule for the properties:

July 14, 2020 - City Council acts on a resolution to set the public hearing dates.

August 11, 2020 - First Public Hearing to be held.

January 2020 - Petition Verification

February 9, 2021 - Second Public Hearing to be held.

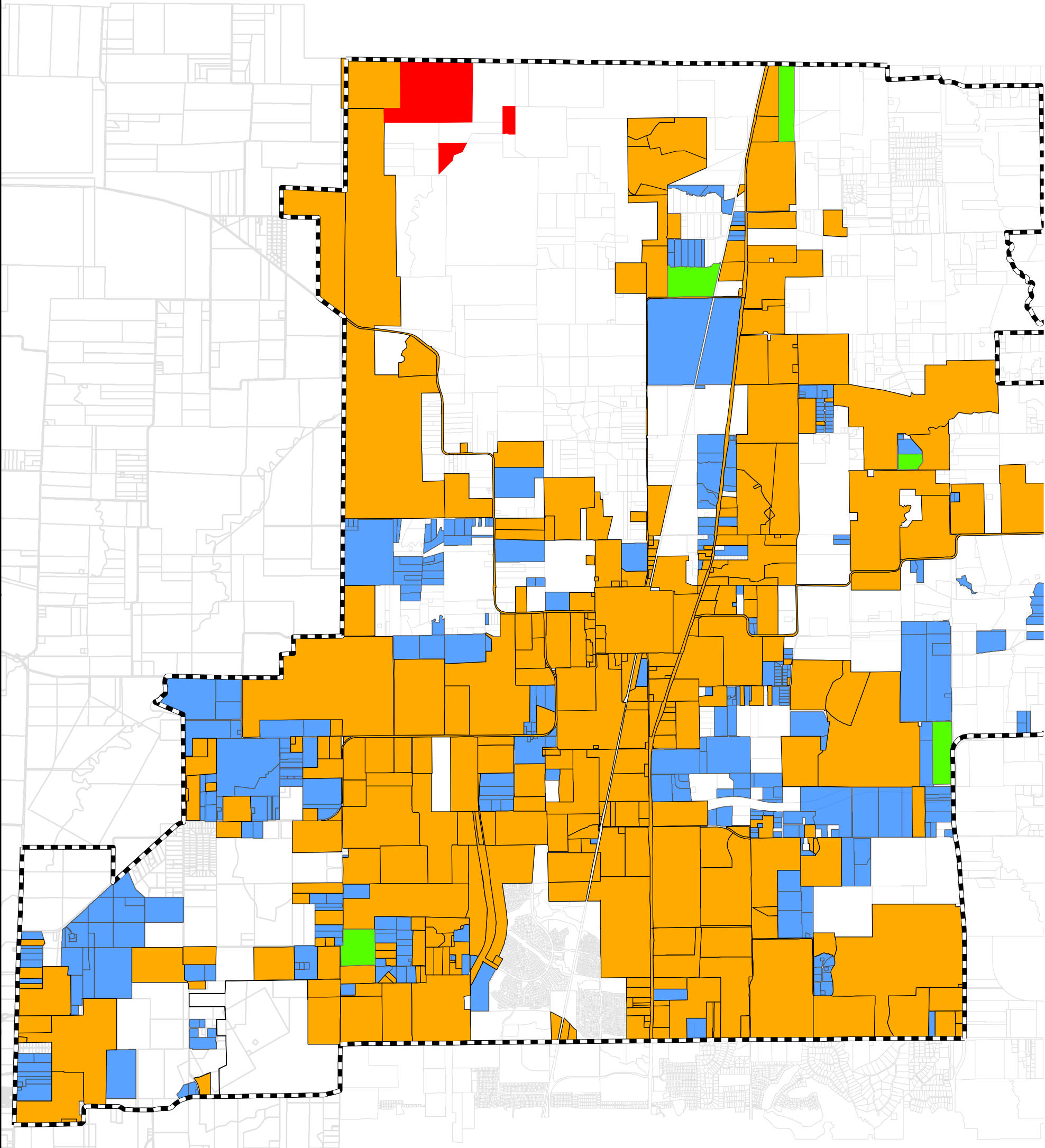
March 9, 2021 - Third Public Hearing and annexation ordinance adoption.

Supporting Documents:

- Location Map
- Staff Presentation
- Resolution

Staff Recommendation:

Staff recommends approval of the Resolution.



Attachment: Location Map (20-05 Annexation Resolution)

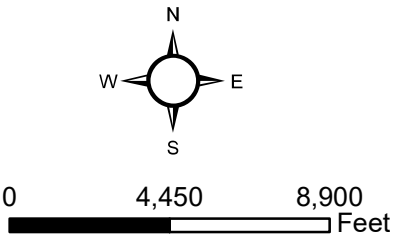


Potential Annexations City of Celina

Date: 6/23/2020

Legend

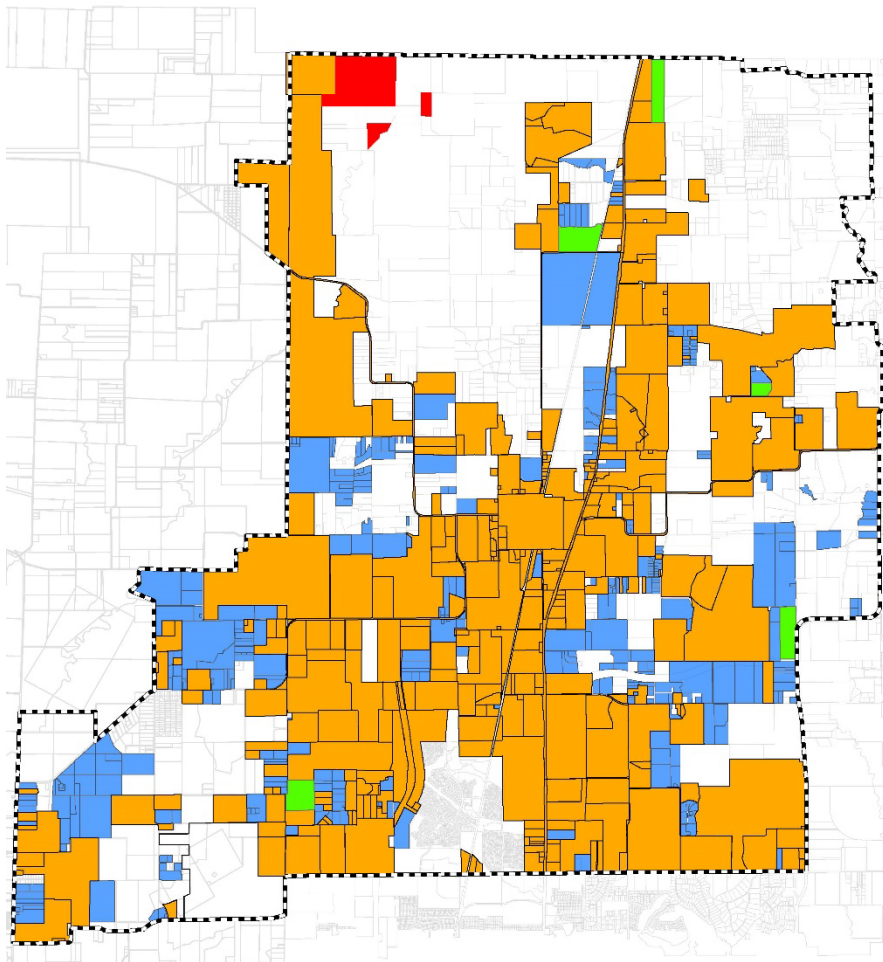
- Ultimate Boundary
- Potential Annexations
- Development Agreement



Annexation 20-05

City Council
July 14, 2020

Annexation Map



Legend

— Roads

 Petitions

 Proposed

 Parcels

Annexation Timeline

- July 14, 2020 – Annexation Resolution
- August 11, 2020 – 1st Public Hearing
- January 2021 – Petition Verification
- February 9, 2020 – 2nd Public Hearing
- March 9, 2020 – 3rd Public Hearing and Annexation Ordinance adoption

Recommendation

- Staff recommends approval as presented.

RESOLUTION NO. R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS RELATING TO THE INTENTION TO ANNEX CERTAIN PROPERTY PURSUANT TO THE REQUIREMENTS OF SUBCHAPTER C-4, TEXAS LOCAL GOVERNMENT CODE, INTO THE CORPORATE LIMITS OF THE CITY OF CELINA; PROVIDING FOR ALL MATTERS REQUIRED BY SUBCHAPTER C-4; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (“City Council”) has the authority to annex property into the corporate limits of the City of Celina, Texas, a home-rule municipality (“City”) in accordance with applicable state law and the City Charter; and

WHEREAS, Section 43.0682 of the Texas Local Government Code provides that a city proposing to annex property under Subchapter C-4 must prepare and adopt a resolution of intent containing certain specified information; and

WHEREAS, the City Council desires to adopt a resolution in compliance with the requirements of Section 43.0682.

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

Section 1. Findings Incorporated. The facts, findings and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. Intent to Annex and Service Plan. In accordance with Section 43.0682 of the Texas Local Government Code, the City Council hereby resolves the following:

1. The City intends to annex the area, approximately 700 acres, generally located in the description below:
 - 1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,
 - 2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,
 - 3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,
 - 4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,
 - 5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin

- County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,
- 6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,
 - 7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,
 - 8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,
 - 9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,
 - 10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,
 - 11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,
 - 12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,
 - 13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,
 - 14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,
 - 15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,
 - 16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,
 - 17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,
 - 18) Collin CAD Property ID 1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,

19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

2. Exhibit A contains a detailed description and map of the area the City intends to annex;
3. Exhibit B contains a description of each service to be provided by the City in the area on or after the effective date of the annexation, including, as applicable:
 - a. police protection;
 - b. fire protection;
 - c. emergency medical services;
 - d. solid waste collection;
 - e. operation and maintenance of water and wastewater facilities in the annexed area;
 - f. operation and maintenance of roads and streets, including road and street lighting;
 - g. operation and maintenance of parks, playgrounds, and swimming pools; and
 - h. operation and maintenance of any other publicly owned facility, building, or service;
4. Exhibit B contains a list of each service the City will provide on the effective date of the annexation; and
5. Exhibit C contains a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

Section 3. Notice of Public Hearing. Not later than the 7th day after the adoption of this Resolution, the City Secretary of the City of Celina, Texas, is hereby authorized and directed to cause notice of a public hearing to be held not earlier than the 21st day and not later than the 30th day after the date of adoption of this Resolution, which notice shall contain the information required by Local Government Code Section 43.0683, to be posted on the City's website, published once in a newspaper having general circulation in the city and in the above-described territory, and mailed to residents and property owners in the area proposed to be annexed in accordance with the Municipal Annexation Act.

Section 4. Petition for Annexation. The Development Services Director shall prepare a petition for annexation that conforms to the requirements of Local Government Code Section 43.0685. Unless directed otherwise after the public hearing, signatures on the petition for annexation may be collected on the petition following the public hearing held pursuant to Section 3 above and after the 31st day but before the 180th day after the adoption of this Resolution.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by a valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED on this the 14th day of July, 2020.

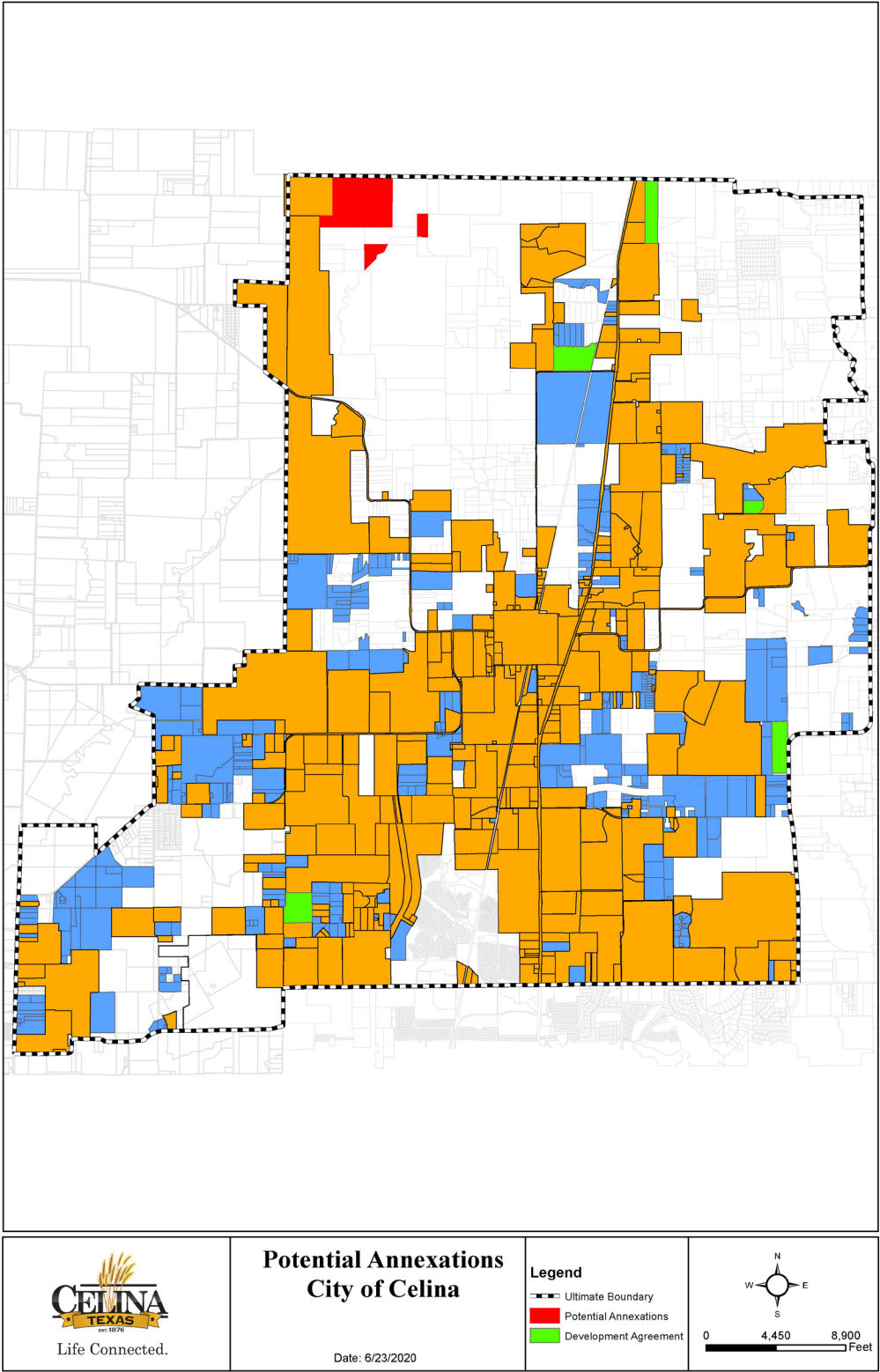
Mayor

ATTEST:

City Secretary

Attachment: Resolution (20-05 Annexation Resolution)

EXHIBIT A



Attachment: Resolution (20-05 Annexation Resolution)

EXHIBIT B

Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina on the date of annexation in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density.
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years pursuant to Section 43.0661 of the Texas Local Government Code.

D) WASTEWATER FACILITIES

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

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

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

F) ROAD AND STREETS

- 1) Emergency roadway/street maintenance shall be provided within the annexed area immediately upon annexation as set forth herein. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council. Private roads/streets and drives shall remain private and not be improved, reconstructed, maintained or serviced by the City.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of roads/streets to City standards commences within the annexed area, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway/street signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled

within the yearly budgetary allotments by the City Council.

- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

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

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina

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.

EXHIBIT C

All services identified in Exhibit B will be provided immediately upon the effective date of annexation of the area.